

**ARTICLE 1**  
**GENERAL PURPOSE**

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees represented by the Union in collective bargaining and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees covered by this Agreement.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer at Midland, save and except supervisors, persons above the rank of supervisor, chief inspector, office and sales staff, persons employed in the drafting department and the engineering department, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and security guards.

**ARTICLE 3**  
**STRIKES AND LOCK-OUTS**

- 3.1 There will be no strikes or lock-outs so long as this Agreement continues to operate. The expressions “strike” and “lock-out” shall have the respective meanings set out in Section 1 of *The Ontario Labour Relations Act*.

**ARTICLE 4**  
**NO DISCRIMINATION**

- 4.1 Neither the Employer nor the Union will discriminate against any employee with respect to the employee’s training, upgrading, promotion, transfer, lay-off, discharge or otherwise because of race, creed, colour, sex, national origin, age, marital status, disability, sexual orientation, family status or because of membership or non-membership in the Union.

For the purpose of retirement, age refers to persons up to the age of 65 years.

**ARTICLE 5**  
**MANAGEMENT'S FUNCTIONS**

- 5.1 The Union recognizes the right of the Employer to manage its operation and to direct its work force, including the right to hire, classify, promote, transfer, demote and lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 5.2 The Union further recognizes the right of the Employer to operate and manage its business in all respects and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement.

**GENERAL PROVISIONS**

- 5.3 For the purpose of the annual inventory taking the Employer will choose volunteer members by seniority provided the employees chosen have performed inventory taking in the past. In the event that an insufficient number of qualified people volunteer, the Employer reserves the right to schedule the most junior, qualified employees as required.
- 5.4 (a) For the purpose of annual maintenance, normally done during the two week summer vacation period, the Employer will select the most senior qualified volunteer members of the bargaining unit, whom it requires to perform those parts of the annual maintenance work which involve normal bargaining unit work. In the event an insufficient number of qualified people volunteer, the Employer reserves the right to schedule the most junior, qualified employees as required. In order to allow employees to volunteer to work during the summer vacation period the Employer will post two lists; one for employees who wish to volunteer to perform production work and one for employees who wish to volunteer to assist in the performance of the annual maintenance.

For the purpose of production work performed during the two week summer vacation period, the employer will select the most senior qualified volunteer members from the Home department and that member assume the classification rate for that job with exception of the classification "Press Set-Up & Operate".

For the purpose of maintenance work performed in the Heat Treat Department during the summer vacation period, one Heat Treat Department Set-Up & Operate will be required to assist maintenance personnel.

For the purpose of production work performed during the two-week summer vacation period, weekend worker positions will be filled by members of that department before overtime opportunities exist.

For the purpose of Truck Driver work performed during the two-week summer vacation period, when no in town work is available, if **an in province** run is required and the company's regular equipment is available, it will be offered to the Truck Driver who has signed to work.

The Employer and the Union will meet in April of each year to discuss implementation of the summer shutdown.

- (b) (i) Employees will be notified by a posting of the tentative Summer Shutdown dates by April 15.
- (ii) Sign-up sheets will be posted by April 15<sup>th</sup> seeking volunteers to work production or as maintenance helpers during the Shutdown.
- (iii) Employees must submit vacation requests by May 15<sup>th</sup>.
- (iv) Vacation requests will be approved or denied within 5 business days. Approval will consider the number of employees that may be reasonably required to work.
- (v) Employees selected to work during the shutdown will be notified via posting within five business days after May 15<sup>th</sup>. Employees scheduled to work may not be granted vacation during the shutdown period.
- (vi) Employees not scheduled to work will be considered to be on vacation during this period.
- (vii) Should the company require additional employees then the unscheduled employees from the volunteer list will be called by seniority.
- (viii) The Company will endeavour to post a finalized schedule by June 15<sup>th</sup>.

5.5 Minute of Silence – National Day of Remembrance and Action on Violence Against Women, the Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6<sup>th</sup>, of each year.

Minute of Silence for Injured Workers on the Day of Mourning, at 11:00 a.m. on April 28<sup>th</sup>.

**ARTICLE 6**  
**UNION SECURITY**

- 6.1 Each employee who is a member of the Union as at the date of the signing of this Agreement shall maintain such Union membership as a condition of employment. Each new employee shall become a member of the Union after completing the probationary period set out in Article 14.2 (a) and shall maintain such Union membership as a condition of employment.
- 6.2 The Employer will deduct from the pay of each employee covered by this Agreement an amount equal to the initiation fees and the monthly Union dues.
- 6.3 The Union will notify the Employer in writing of the amount of such initiation fees and monthly dues from time to time. The Employer will remit to Local 1411 of the Union all sums deducted pursuant to this Article not later than the 15<sup>th</sup> day of the month following the month in which such deductions are made, together with a list showing the names of employees from whose pay such deductions were made.
- 6.4 Union will indemnify and save the Employer harmless with respect to all claims and demands made by an employee with regard to any sums deducted from his/her pay and remitted to Local 1411 of the Union pursuant to this Article.

**ARTICLE 7**  
**UNION REPRESENTATION**

- 7.1 (a) The Union may appoint or elect and the Employer will recognize a Plant Committee composed of 6 employees, one of whom shall be the skilled trades representative. One of these six shall be designated as Chairman. In addition, the Union may appoint, or elect, and the Employer will recognize one skilled trades representative whose duties are to investigate or process grievances relating to skilled trades employees, and to represent skilled trades employees during negotiations for the renewal of this Agreement. The provisions of Articles 7.1(b) and 7.1(c) shall apply to the skilled trades representative. Each member of the Plant Committee and the skilled trades representative shall, at the time of their appointment, have not less than 6 months' service with the Employer. The Union will notify the Employer in writing of the names of the Plant Committee members, the Chairman of the Committee and the skilled trades representative from time to time. The Employer will not be required to recognize any employee as a member of the Plant Committee or as the skilled trades representative until having received such notice in writing.
- (b) No member of the Plant Committee shall leave their work or work station to investigate or process a grievance without notifying the supervisor of their department and obtaining the supervisor's consent, which consent shall not be unreasonably withheld.
- (c) The Employer will pay members of the plant committee for all scheduled hours worked in investigating and processing grievances and negotiating this Agreement and the renewal of this Agreement in accordance with the provisions of Article 15 of this Agreement provided that, in the opinion of the Employer, the amount of time so spent is not unreasonable and this entitlement is not being otherwise abused. Where in the opinion of the Employer, either the entitlement provided in the Article is being abused or the time spent is unreasonable, the Employer reserves the right to limit the amount paid for such time spent.
- (d) In the event of a reduction in the work force, members of the Plant Committee shall be retained at work provided there is work available which they are qualified to perform.
- (e) Members of the Plant Committee will be assigned to the day shift provided they are qualified to do the work which is available. No grievance shall lie against the Employer in the event that such assignment results in any other employee being transferred or laid off.
- 7.2 (a) The Union may appoint or elect and the Employer will recognize one Steward for the second shift and one Steward for the third shift when such shifts are operating in a plant. An employee, at the time of their appointment as a Steward, may not have less than 6 months' service with the Employer. The Union will notify the Employer in writing of the name of each Steward from time to time. The Employer will not be required to recognize any employee as a Steward until having received such notice in writing.

(b) No Steward shall leave their work or work station to investigate or process a grievance without notifying the supervisor of their department and obtaining the supervisor's consent, which consent shall not be unreasonably withheld.

(c) The Employer will pay Stewards for all scheduled hours worked in investigating and processing grievances in accordance with the provisions of Article 15 of this Agreement provided that, in the opinion of the Employer, the amount of time so spent is not unreasonable and this entitlement is not being otherwise abused. Where in the opinion of the Employer, either the entitlement provided in the Article is being abused or the time spent is unreasonable, the Employer reserves the right to limit the amount paid for such time spent.

7.3 Under the terms of Article 7.1 or 7.2 a representative of the Union who works on the same shift in the same plant as a new employee may introduce themselves during regular working hours to that employee.

## **ARTICLE 8 BULLETIN BOARDS**

8.1 The Employer shall provide bulletin boards for the use of the Union located in a prominent place in the plant for posting notices of Union Meetings, elections and the like. No notice shall be posted on the board without prior approval of the Plant Manager or the Plant Manager's nominee.

## **ARTICLE 9 EMPLOYER - PLANT COMMITTEE MEETINGS**

9.1 Meetings with the Employer, members of the Plant Committee and other employees as required, shall be arranged as necessary for the purpose of improving communication among the parties, and discussing matters of importance to the growth and welfare of the company. In addition, the Employer and the Union shall meet twice each month if necessary for the purpose of discussing matters pertaining to this Agreement, and for the purpose of attempting to adjust or settle outstanding grievances. The Union and the employer shall provide each other with a written agenda for the meeting not less than 48 hours before the meeting is held.

**ARTICLE 10**  
**SAFETY AND HEALTH**

- 10.1 (a) The Employer shall continue to make reasonable provisions for maintaining proper standards of safety and health in the plant in order to eliminate industrial accidents as far as possible and to protect the health of the employees. Where the nature of the task assigned to an employee requires the use of special protective equipment or clothing such equipment or clothing will be supplied by the Employer.
- (b) The OSHA and its regulations of 1995 shall be deemed as minimum standards except where the provisions of the collective agreement provide greater benefit.
- (c) Plant #3 will be represented by the Health and Safety Committee at Plant #1.

10.2 **Joint Employee and Management Health & Safety Committee**

COMPOSITION: Each plant shall have a Joint Health and Safety Committee comprised of two company representatives and two hourly employees in Plant #1 and of three company representatives and three hourly employees in Plant #4. One company representative and one hourly rated member of each committee will be certified representatives if required by legislation.

CHAIRMAN: The Committee shall be jointly chaired by one company representative and one hourly rated employee.

MEETINGS: To be scheduled for Plant # 1 and Plant #3 on the first Tuesday of every month and for Plant # 4 on the second Tuesday of every month unless otherwise mutually agreed.

A combined meeting of the Health and Safety Committees at Plants #1 and #4 will take place every six months. Such meetings, when they take place, will replace the individual Health and Safety Committee meetings scheduled for the month.

MINUTES: Minutes of meetings are to be distributed within 3 days of the conclusion of meetings. Copies of minutes are to be distributed to: Safety Review Committee, members of Health & Safety Committees in other plants, and to the President of the CAW Local.

INSPECTIONS: A safety inspection of Plants 1, 3, & 4 shall be conducted before the monthly meeting. Inspection reports are to be tabled at the meeting.

An inspection will be carried out by one employee representative and one company representative. Inspection tours are to be rotated by the employee representatives.



RELEASE FROM DEPARTMENTS: Managers must ensure that committee members are released to attend meetings and to conduct inspection tours. Employee members are to give at least 48 hours notification to their immediate supervisor of intention to attend meetings or conduct the inspection.

TERM OF OFFICE: To be determined by the committee.

- 10.3 Where a health or safety issue is identified by an employee it shall be brought to the attention of the employee's supervisor. Where the issue is not resolved the employee may request the assistance of a Certified Health and Safety Representative to complete a Health and Safety Complaint Form which may then be forwarded to the Joint Health & Safety Committee for consideration.
- 10.4 Action items identified by the Joint Health & Safety Committee which are not resolved by the date established by the Committee may be brought forward by either party for discussion at the monthly Union/Management meeting in order to discuss plans for resolution.
- 10.5 Joint Employee and Management Ergonomic Committee

A Joint Ergonomic Committee shall be established comprised of two members appointed by management and two hourly employees from Plants #1/#3 and #4. The Committee shall be jointly chaired by one management appointee and one hourly employee.

The Employer and the Union will jointly agree on ergonomics training to be provided to the Committee and the Employer shall bear the cost of such training.

- 10.6 CSA approved safety footwear shall be worn by employees. The required type of footwear for each area of the plant(s) shall be determined by the Employer.

Safety footwear must be purchased from the Employer's approved supplier and in accordance with the following procedure:

- a) The employee must obtain a Safety Shoe requisition form with the appropriate signatures and present it to the approved supplier.
- b) The employee selects footwear from the agreed upon selection. If the employee selects footwear which exceeds the value of the agreed upon selections then the employee shall pay any amount above the value of the agreed upon selection.

Footwear will be replaced annually if required. Where working conditions warrant, replacement may be more frequent.

Where for medical reasons an employee is not able to obtain footwear through the Employer's approved supplier, the Employer will pay the cost to purchase appropriate footwear.

10.7 The Company agrees that as less hazardous materials become available, reasonable effort will be made to substitute it to further protect the workers, workplace and environment when and where practicable.

#### 10.7.1 INCAPACITATED EMPLOYEE

In the event an employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such employee on the following basis:

- (a) If a job vacancy occurs which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting.
- (b) A Doctor's certificate of disability by the employee's own Doctor, must be submitted.
- (c) An employee placed on a job because of a disability will have that disability reviewed at least quarterly.
- (d) The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provision of the collective agreement must be mutually agreed to by the parties.
- (e) If a disagreement occurs between the employee's own Doctor and the Company Doctor, the employee will be referred to a Regional Evaluation Centre and their decision will be binding on the parties.
- (f) The company will inform the union prior to an employee being accommodated.

#### 10.7.2 RETURN TO WORK POLICY

##### **Purpose**

The Purpose of the return to work program is to:

1. Provide injured/disabled employees with suitable (alternate) work while taking into consideration workers' capabilities.
2. Provide rehabilitation to an injured/disabled employee while still in a working environment.
3. Comply with the Ontario Human Rights Code.

##### **Alternate Work**

Alternate work is any job, task, function, or combination thereof that a worker who temporarily or permanently suffers from a diminished capacity may perform safely without risk of re-injury or aggravation of disability or risk to others. The work must be productive and the result of the work must have value. TRW will make every reasonable effort short of undue hardship to find accommodation for an Employee with a disability.

## Return to Work Committee

The Return to Work Committee will be made up of one Union Member (designated member), the Occupational Health Nurse, and the Supervisor of the affected department.

The Return to Work Committee will:

1. Have access to Employee restrictions.
2. Review restrictions and look for suitable job(s) on an as needed basis.
3. Follow up with injured/disabled Employees as to status on the job.

The Union (designated member) will be advised of Employees returning to work and may participate in the return plan on an as needed basis or at the request of the Company or the employee.

## ***Steps used for Accommodation Search***

1. Determine if the Employee can perform his/her existing job as it is based on restrictions provided on functional abilities forms or on Doctor recommendation.
2. If the Employee cannot perform his/her regular job, then determine if he/she can perform existing job with modifications (alternate work).
3. If Employee cannot perform his/her own job modified to suit restrictions, determine if he/she can perform another job in its existing, modified, or "re-bundled" form.

## Responsibilities

### **Plant Manager:**

- Ensure that all Managers and Supervisors are aware of and are carrying out the provisions of the Return to Work Program.
- Support, and if needed, enforce the provisions of the Return to Work Program.

### **Production Supervisors:**

- Ensure that all Employees under his/her responsibility are aware of the provisions of the Return to Work Program
- Work with the Return to Work Committee to find suitable work within the restrictions of injured/disabled Employee.
- Monitor and document concerns, problems, and/or progress of the injured/disabled Employee.
- Provide instruction to injured/disabled Employee as to the work he/she is assigned to.

### **Supervisor, Human Resources:**

- Contact Employees who have not called in as per Employee Handbook via standard letter and inform the Union when doing so.

- Contact Employees who have refused a suitable job within their capabilities via standard letter and inform the Union when doing so.

### **Occupational Health Nurse:**

- Ensure injured/disabled Employees return to work promptly and with proper documentation completed.
- Provide weekly update report to Production Managers, Supervisors, Human Resources, Timekeepers, and the Union (designated member) on Employees in the Return to Work Program with restrictions. Include information on hours of work, shifts, treatments (ie Physio), and expected time in the program.
- Maintain accurate, up-to-date records of all Employees in rehabilitation.

### **Employee**

- Actively participate in the Company's Return to Work Program and cooperate with all parties involved in order to return to work as quickly and safely as possible.
- Following any visits to Physicians regarding your restrictions, update your status or any changes to your condition to the Occupational Health Nurse.
- Prior to return to work, the Worker must provide the Occupational Health Nurse with limitations (if any), functional abilities evaluation form if required, and any other pertinent information to clarify their physical condition concerning their return to work.
- The Employee shall participate and fully understand the individual plan for the return to work which may involve different jobs, hours, shifts, time limits of rehabilitation and cooperating with a caseworker or other professional individuals or organizations.
- The Employee must report immediately any problems experienced upon their return to work to their Supervisor and the Occupational Health Nurse so that action can be taken to prevent further injuries. If there are not difficulties, a weekly progress report should be adequate.

### **Compensation:**

1. An Employee while on alternate/modified work due to a WSIB claim will be paid at his/her pre-injury rate of pay, unless moved to a higher classification.
2. An Employee while on alternate/modified work due to non-work related illness/injury (A&S Claim) will be paid at his/her pre-injury rate of pay, unless moved to a higher classification. The rate will be maintained for a maximum of 30 working days and at which time they assume the rate of the classification in which they are working.
3. If an Employee needs to attend physiotherapy (W.S.I.B.) and the time lost is on the Worker's regularly scheduled shift, WSIB/TRW will pay for the time lost.
4. If an Employee is scheduled to work a shorter day as a result of medical recommendation supported by justified clinical finding and documentation, WSIB/TRW/or Weekly Indemnity will pay the Employee as a result of lost time pertaining to the individual claim.
5. Employees assigned on alternate work or assigned to job(s) as a result of a medically diagnosed permanent restriction may qualify for overtime as long as they are medically capable of

performing the work available. Ability to work overtime or not will be based on information provided on functional abilities form provided by the Employees' medical practitioner.

6. Employees receiving rehabilitation therapy will not be eligible to work overtime while in the recovery phase on modified hours (graduated hours).
7. Employees participating in a "work hardening" program with a Vocational Rehabilitation Caseworker designated by an Insurance Company will be paid by the Insurer during the individual's rehabilitation phase.

### **Time Frames for Return to Work Program:**

1. If a "phased in" work schedule is required as a result of a prolonged disability and upon a medical recommendation (i.e. 2 hours/day, 4 hours/day, 6 hours/day). As a guide, a full (8 hours) work shift should follow this 6-week period of rehabilitation but may be modified if medically necessary.
2. Modified duty with "shorter" work hours should not be less than 4 hours/day while on modified work and must be supported by medical documentation.
3. Medical progress reports must be obtained as required and the information provided to the Occupational Health Nurse in a timely manner.
4. Final medical clearance must be obtained by the Employee and returned to the Occupational Health Nurse prior to any change of status being made at work.

Original 11/18/2004

Issued by: TRW Canada Ltd. OSS Automotive and CAW Local 1411

**ARTICLE 11**  
**REST AND EATING PERIODS**

- 11.1 Each employee shall be allowed a paid rest and wash-up period of 10 minutes in each half of each shift. The time at which such rest periods are taken shall be determined by the Employer so that they will be taken approximately at the middle of each half shift. An employee will also be allowed and paid the last 5 minutes of each shift for the purpose of washing up, putting away tools and cleaning their work station. For the purposes of this Article, the shift includes overtime, where applicable.
- 11.2 Each employee will be allowed a 30 minute, unpaid eating period to be taken approximately at the middle of each shift.
- 11.3 In a continuous 3 shift operation:
- a) an employee on the second shift will be scheduled for 7-3/4 hours of actual working time and be paid for 15 minutes of their eating period. In the event an employee on the second shift is scheduled for only 7-1/2 hours of actual working time they shall be paid for 30 minutes of their eating period, and
  - b) an employee on the third shift will be scheduled for 7-1/2 hours of actual working time and be paid for 30 minutes of their eating period, and
  - c) an employee on the first shift who is scheduled for only 7-3/4 or 7-1/2 hours of actual working time shall be paid for 15 minutes or 30 minutes of their eating period, respectively.
  - d) In all cases in Article 11.3, overtime shall be paid for all hours worked in excess of the scheduled hours for that day.
  - e) It is understood that an employee must work their scheduled hours for that day in order to be eligible for a paid or partially paid eating period.
  - f) Shift schedules will not be structured for the purpose of avoiding paid eating periods.
- 11.4 An employee who works more than two hours overtime will be entitled to a paid 15 minute rest period at the end of their regular shift. This break will be 10 minutes for overtime of two hours.

**ARTICLE 12**  
**LEAVE OF ABSENCE**

12.1 Union Business Leave - Union Office

An employee elected to an office in the Union necessitating a leave of absence shall be granted such leave, without pay, not to exceed one year. This leave shall be renewed annually upon application by the employee showing that they still hold Union office.

12.2 (a) Union Business Leave – Conference

An employee selected as a delegate to any labour conference shall be granted a leave of absence, without pay, not to exceed ten working days and only four employees at a time may have this privilege but not more than two from any one department. The Employer shall, where possible, be given two weeks' notice in writing of such request.

The Employer will continue to pay the employee's regular pay during such leave of absence (to a maximum of 8 hours per day) and the Union shall reimburse the Employer upon presentation of an invoice showing the total hours claimed as a leave under this provision.

(b) Union Leave - Education

The Employer will grant a leave of Absence without pay for educational purposes, limited to four employees in a calendar year, but not more than one will be absent from a department with 12 or fewer employees, at the same time; and not more than 2 will be absent from a department with more than 12 employees, at the same time. This absence will be limited to four intermittent weeks of class time per employee per calendar year plus travel time where necessary.

- (c) Employees will continue to be covered for benefits under Article 21 when on a leave of absence under section 12.2(a) or 12.2(b).

12.3 Maternity Leave

The Company agrees to comply with the maternity leave provisions under *The Employment Standards Act*.

- 12.4 Any other leave of absence may be granted to an employee if reasons satisfactory to the Employer are given.

- 12.5 An employee will continue to accumulate seniority while on a leave of absence under this Article.

- 12.6 Leave of absence will be granted by the Employer only in writing and will contain the length of leave granted, the purpose of it, and the terms, if any, upon which it is granted. A copy of all leaves of absence shall be supplied to the Chairman of the Plant Committee. Where an

employee receives a leave of absence for one purpose and uses it for another they are subject to discharge.

12.7 A request for a leave of absence without pay will be answered within five working days.

12.8 If an employee intends to return to work early from a leave of absence, the employee will give reasonable notice of the intended date of early return to work in order that the Employer may make any resulting adjustment to the work force, which may be required.



**ARTICLE 13**  
**WORK LIMITATIONS**

13.1 No employee in the bargaining unit whether working or on layoff will be laid off work by reason of any person outside the bargaining unit performing any work which is normally performed by employees in the bargaining unit providing the equipment and work are available.

The Employer agrees to discuss with the Union Chairperson or designate the outsourcing of work normally performed by bargaining unit employees as far in advance of the outsourcing as possible; in order to consider options for maintaining such work in-house.

13.2 Salaried employees, not subject to the provisions of this Agreement, shall not perform work normally performed by members of the bargaining unit except that they may perform such work in the following situations:

- 1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruptions of operations, and
- 2) in the instruction or training of employees including demonstrating the proper method to accomplish the task assigned, and
- 3) in the performance of work of an experimental nature.

**ARTICLE 14**  
**SENIORITY**

14.1 For the purpose of this Agreement the expression “seniority” shall mean the length of service of an employee with the Employer.

14.2 (a) An employee shall be considered a probationary employee and will not be shown on the seniority list until they have completed forty-two (42) working days of employment in any 12-month period after which the employee’s name shall be placed on the seniority list and their seniority shall date back to the date of their last hiring. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee.

(b) A probationary employee shall be paid:

\$1.00 per hour during the first 30 calendar days and  
\$0.50 per hour during the second 30 calendar days

less than the base hourly rate for their job as set out in Article 23 and Schedule “A” attached.

(c) An employee who has completed the probationary period as defined in Article 14.2(a):

- (i) will receive the base hourly rate of pay for their job as set out in Article 23 and Schedule “A” attached;
- (ii) will be paid for all Holidays under Article 19.1 which occurred while they were working as a probationer and for which they qualified but did not receive payment.

14.3 A seniority list will be prepared and maintained and revised quarterly by the Employer showing the seniority and department of each employee who is not a probationary employee. The Employer shall deliver eight copies of the seniority list to the Chairman of the Plant Committee and post a copy on the Bulletin Board in each plant.

14.4 All seniority rights of an employee shall cease for any of the following reasons:

- a) If an employee quits;
- b) If an employee is discharged and is not reinstated through the grievance or arbitration procedures
- c) If the employee is absent for more than two consecutive working days without advising the Employer or giving satisfactory reasons
- d) If the employee fails to return to work within 5 working days after notification so to do sent by registered mail to their address of record with the Employer, unless they furnish satisfactory reasons for such failure.

- e) If an employee with less than 12 months seniority is laid off for more than 12 months without being recalled or if an employee with more than 12 months seniority is laid off for more than 36 months without being recalled.

#### 14.5 Job Postings

##### (a) Temporary Job Posting

With respect to the posting of temporary vacancies due to sickness, injury, pregnancy, parental, and/or personal leaves of absence (or any other reason agreed to by the Parties) which are expected to exceed thirty (30) calendar days but not one year, the Parties agree that:

1. The position's permanent incumbent, whose absence resulted in the temporary vacancy, will be returned to the position at the end of his/her absence from work regardless of their relative seniority against that of the successful candidate to the temporary vacancy. This will include a return to work that is earlier than anticipated.
2. The successful incumbent to the temporary vacancy will be selected using a process similar to the procedure for filling permanent vacancies.
3. The employee on leave will be returned to his/her previous position at the end of the temporary vacancy unless it no longer exists at which point he/she may exercise their seniority rights.
4. Should the employee on leave fail to return to their position within one year, the position will be posted as a permanent vacancy unless the Parties agree otherwise.
5. The temporary incumbent will be returned to his/her previous position at the end of the temporary vacancy unless it no longer exists at which point he/she may exercise their seniority rights.
6. The successful candidate will have a trial period of not longer than seven (7) calendar days during which the candidate may opt to return (or, if unsuccessful, be returned by the Company) to his/her previous position.
7. The successful candidate will be paid the regular base rate of the position even if the candidate's permanent position is higher rated.
- 8.(a) During the tenure of the temporary vacancy, the successful candidate may not vie for another temporary vacancy unless the second vacancy is compensated at a higher rate.
- (b) The above provision (i.e. 8 (a)) will not preclude the successful candidate from posting into a permanent vacancy.

9. In the event of a layoff in the classification of the temporary vacancy, it is understood that the temporary vacancy will be deemed to have ended and the incumbent returned to his/her previous position as per #4. A temporary employee may not exercise his/her seniority rights to displace or remain in the position at the expense of a permanent employee of the classification.
10. This Agreement does not override the rest of the Collective Agreement including the Company's right to maintain a qualified work force.

(b) Permanent Job Posting

Remaining vacancies, which shall be defined as the original job opening and secondary vacancy will be posted for 48 hours. In determining an applicant's ability, temporary hours previously worked in that job will not be considered. The senior applicant will be awarded the job if they have the ability to perform the requirements of the job.

In the case of an arbitration the Employer has the onus to prove that an employee does not have the ability to perform the requirements of the job.

On all other job openings internal candidates who have submitted a written request to the Human Resources Department will be given first consideration on the basis of skill, ability and qualifications, all else being equal. Where skill, ability and qualifications of the applicants are approximately equal to external candidates the senior qualified employee will get the job.

The Employer will give preference to senior employees on lay-off, all else being approximately equal, before hiring a new person. If recalled in this manner the employee would be on displacement.

(c) Trial Period

The successful candidate to a job posting will serve a 30-day trial period during which they will receive training to perform the essential duties of the position. During this period, the employee may opt to return to their former position or may be returned by the Company, if the employee is unsatisfactory.

(d) Subsequent Vacancies

When an employee posts into another department, the vacancy created by their departure is a 'subsequent vacancy.' If a transferred employee returns to their former position during their trial period, the employee hired to fill their subsequent vacancy will be returned to their previous position.

(e) Timely Transfer

The successful candidate will be transferred to the posted position within thirty (30) working days of being awarded the position. If this cannot occur, the Company will notify the Union. Upon successful completion of the trial period, the candidate will be paid the wage increase

that would have occurred had the employee been transferred at the thirty-day point, if applicable.

- (f) If an employee is transferred by the Company from one department to another on a temporary basis they shall be paid their regular base hourly rate or the base hourly rate for the job in the department to which they are temporarily transferred, whichever is greater. The expression “temporary transfer” used in this paragraph shall mean a transfer by the Employer with the intention of returning the employee to their regular department as soon as is practicable.

It is agreed that temporary transfers will not exceed one calendar month except by mutual agreement.

If an employee is temporarily transferred back to their department, they will be paid the higher rate for the balance of their shift.

- (g) Where a new job opportunity exists within an employee’s home department which is expected to last for at least 30 calendar days and would permit the employee to work the day shift, seniority will prevail provided the senior employee has the skill, ability and qualifications necessary to perform the work.
- (h) Where an employee is the successful applicant to one of the following positions the employee may not bid out of the job for a period of 12 months, except where they are bidding to a higher paid position. Article 14.5(a) continues to apply.
  - (i) Lab Trainee, Assistant, Technician
  - (ii) Inspector Grade 1 or 2
  - (iii) Tankhand
  - (iv) Shipper Receiver
  - (v) Setup & Operate; any position; any grade
  - (vi) Towmotor Operator
  - (vi) Production Mechanic
  - (vii) Plating Technician

#### 14.6 Layoffs

- (a) Lay-offs will be in inverse order of departmental seniority providing those remaining have the skill, ability and qualifications to perform the available work.
- (b) An employee to be laid off for more than two working days may, at the time of the lay-off, exercise their seniority to displace a junior employee in another department.

- (c) Seniority shall not be exercised outside the employee's department in the case of a temporary lay-off, which shall be defined as not exceeding two (2) working days except after an employee has been temporarily laid off three (3) times in a contract year, each of which was for half a day or more, the employee's seniority may then be exercised to displace a junior employee in another department on subsequent temporary lay-offs of more than one (1) day for the balance of that contract year.
- (d) In the case of lay-off, an employee who displaces in another department or is assigned other work in their own department will be paid the rate for the job they perform.
- (e) Employees to be laid off from employment shall be given 2 regular shifts' notice or payment in lieu thereof except when a lay off is the result of equipment or production facility breakdown. Employees who are moving within the company will be posted in each affected department with two regular shifts notice.
- (f) In the case of a lay off, a senior employee must opt to accept layoff or exercise their seniority into the highest paying classification designated for displacement provided the employee has previously performed the job, and the employee has the skill, ability and the qualifications necessary to perform the work, or the job is classified as Plastisol and Epoxy Racker, Factory General, Sub-Assembly Worker and the employee has the skill, ability and qualifications necessary to perform the work.
- (g) The Company agrees that they will provide notification of any layoffs to the committee person at Plant #1 and the committee person at Plant #4 prior to posting any such notice.
- (h) For the purpose of displacement, following an 8-hour familiarization period, the employees must have the skill and ability and qualifications necessary to perform their work.
- (i) After a layoff notice has been issued, a layoff notice could be postponed for one day with posted notice without an additional 48 hours notice.

#### 14.7 Recalls

- (a) Recalls from lay-off will be by plant-wide seniority provided the employee has the skill, ability and qualifications necessary to perform the work or the job is classified as Plastisol and Epoxy Racker, Factory General, Sub-Assembly Worker and the employee has the skill, ability and qualifications necessary to perform the work.
- (b) A displaced, senior employee will have the right of recall to the position for which they last posted provided the need is anticipated to be greater than one (1) day.

#### 14.8 Job Security

In the event of the permanent cessation of Plant #1 or Plant #4, the Company will advise the Union of the decision as far in advance as is reasonable. The Union and the Company will meet

as soon as is practically possible to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

14.9 Should TRW Midland require Students, the following will apply to these employees:

1. Employment dates will be specified in a written agreement with the employee and the company.
2. Students will be paid \$1.00 less than the classification of the position they were hired into less appropriate deductions (EI, CPP, Union Dues, income tax). Wage increases will not be given during the period of temporary employment.
3. Regular hours are 40 hours per week on rotating shifts. Overtime may be available only when all regular full-time employees in that classification have been asked.
4. As students are not required to pay the normal union initiation fee, they are not extended all rights of regular union membership. As such, they will not be allowed the following provisions:
  - Students have no seniority within the company and in regard to other members (Article 14) but will be subject to seniority within the group of students.
  - Students are not allowed to apply to job postings (Article 14.5).
  - Students are not eligible for benefits (Article 21).
  - Management will not entertain grievances that deal with issues of seniority filed by a student (Article 16).
  - Students are not eligible for a leave of absence (Article 12).

Regardless of the above restrictions, the union will represent students in any matters pertaining to harassment and discrimination as is explained in Article 4 of the Collective Agreement.

**ARTICLE 15**  
**HOURS OF WORK**

- 15.1 The regular work week shall consist of 40 hours and shall be worked from Monday to Friday inclusive at a rate of 8 hours per day. The regular hours of work are stated solely for the purpose of calculating overtime and shall not be considered as a guarantee of any number of hours of work per day or days per week.
- 15.2 (a) A shift differential of 5 percent of an employee's base hourly rate will be paid to an employee working on the second shift and a shift differential of 7 percent of their base hourly rate will be paid to an employee working on the third shift.
- (b) For the purpose of this Article the first shift shall include any shift starting between 4:00 A.M. and NOON and the second shift shall include any shift starting between NOON and 8:00 P.M. and the third shift shall include any shift starting between 8:00 P.M. and 4:00 A.M.
- (c) Overtime premiums will be paid on shift premiums.
- (d) If the overtime cycle is started, the company will complete the cycle and ask the weekend workers to fill the void.
- 15.3 Time and one-half shall be paid for all work done in excess of an employee's regular daily scheduled hours and for all work done on Saturdays (but not to the extent that any such work is done by an employee as part of their regular Friday afternoon or Friday night shift).
- 15.4 Double time shall be paid for all work done on Sunday and on any of the Holidays mentioned in this Agreement and for hours worked in excess of 11 in a day, Monday through Friday and in excess of 4-1/2 on Saturday.
- 15.5 Overtime will be distributed as equitably as possible within each department and on each shift among those employees who normally perform the work. Overtime will be logged as the number of hours worked times the applicable overtime rate and overtime offered but not worked will be charged as the number of hours which would have been worked times the applicable overtime rate. The criterion for individual standings shall be half a contract year. Overtime hours standings in each department and on each shift will be adjusted by zeroing the lowest person and subtracting that same amount from all other employees in the group.
- Where sufficient employees are not available amongst those who normally perform the work, to meet the Employer's overtime requirements, the overtime will be distributed to employees who normally work in the department prior to being distributed outside the department.
- 15.6 An employee shall be notified a half shift in advance of overtime to be worked or be paid \$5.00 in lieu of such notice.



15.7 A minimum of 2 hours will be paid at the applicable rate for all scheduled overtime worked except that which commences at the end of an employee's regular shift.

15.8 (a) Only when an employee has been given less than 24 hours notice of overtime to be worked, will the employee be guaranteed a minimum of 4 hours of their normal work, at the applicable rate, unless the employee voluntarily clocks out having completed their assignment.

(b) An employee who is called back to perform work after completing their regular shift and after having clocked out shall be paid a minimum of 4 hours at time and one-half and be paid double time for all hours worked in excess of 4, although they may clock out and leave the plant as soon as they have satisfactorily corrected the problem they were called in to fix. It is understood that the employee will be obliged to fix any other emergency problems which arise during the call-in time which fall within their work classification.

15.9 Overtime Transfer

(a) The Company agrees that it will not temporarily transfer an employee that is working overtime during the overtime portion of their shift prior to transferring peer employees who are working at the straight-time rate on that shift.

(b) For the purpose of (a) above, where a weekday employee works overtime hours on a weekday, the overtime hours are those hours worked prior to and/or after the regular, scheduled hours of work of that employee.

15.10 An employee who reports for work on a regularly scheduled shift and for whom regular work is not available shall receive not less than 4 hours of such work as is available or, if no work at all is available, shall receive 4 hours pay at their APPLICABLE hourly rate. The provisions of this paragraph shall not apply in the event of strikes, power failures or conditions beyond the control of the Employer which prevent the Employer from providing alternative production work and which occurs in such a manner that the Employer has not had sufficient time to notify employees not to report to work.

15.11 (a) Spring Daylight Savings Change

Employees who are working during the period of the Spring time change (i.e. their shift includes the hour of 1 a.m. on the affected Sunday) will be scheduled to work the full shift.

In cases where the Department prefers to start the shift one hour earlier the affected employees will be contacted directly one week in advance.

(b) Autumn Daylight Savings Change

Employees who are working during the period of the Autumn time change (i.e. their shift includes the hour of 2 a.m. on the affected Sunday) are scheduled to work an additional hour so that the end time of the shift will be the normal end time, unless the department keeps the shift at twelve hours. The department schedule for this weekend will be posted one week in

advance.

15.12 Required Additional Staffing

The Company may require employees to work overtime so that the maximum hours worked are eight (8) hours in one day and forty-eight (48) hours in one week.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

- 16.1 In the event of a complaint by an employee covered by this Agreement that they have been dealt with contrary to its terms, the employee may take the matter up as a grievance with the Employer within and not after 5 working days of the incident giving rise to the grievance; provided that in the case of wages or application of wages the matter shall be taken up as a grievance within a reasonable time after the employee became aware of the circumstances and if the grievance is successful the maximum wage adjustment shall be made effective not more than 30 regular working days prior to the date the grievance was first presented. All grievances shall be in writing, shall contain a concise statement of the facts complained of and shall be signed by the employee concerned and by a member of the Plant Committee or a Steward.
- 16.2 The following procedure shall be adhered to in processing grievances:

**STEP 1**

A steward or a member of the Plant Committee, with the aggrieved employee present, shall present the grievance to the employee's supervisor. The supervisor shall deal with the grievance and give an answer or decision in writing within 2 working days following the date upon which the grievance was received.

**STEP 2**

If a satisfactory settlement is not reached at Step 1, the grievance may be referred to the Production Manager or the Production Manager's nominee within and not after 2 working days following the date on which the decision of the supervisor is given or ought to have been given, as the case may be. The grievance will be presented by a member of the Plant Committee or a Steward. The Production Manager or their nominee shall deal with the grievance and give an answer or decision in writing within 2 working days following the date upon which the grievance was received.

**STEP 3**

If a satisfactory settlement is not reached at Step 2, the grievance may be referred to the Plant Manager or the Plant Manager's nominee within and not after 3 working days following the date on which the decision of the Production Manager or their nominee is given or ought to have been given, as the case may be. The grievance will be presented by a member of the Plant Committee and by a National Representative or Representatives of the Union. The Plant Manager or their nominee shall deal with the grievance and give an answer or decision in writing within 3 working days following the date on which the grievance was received.

**STEP 4**

If the grievance is not settled at Step 3, it may be referred to arbitration under Article 17 within and not after 30 days following the date on which the decision of the Plant Manager or the Plant Manager's nominee is given or ought to have been given, as the case may be.

- 16.3 The provisions of this Article shall apply to a grievance filed by a group of employees.
- 16.4 Either the Employer or the Union may institute a policy grievance by seeking arbitration under Article 17. A policy grievance shall be in writing and shall contain a concise statement of the facts complained of and shall state the Article of this Agreement of which a violation is alleged. A policy grievance shall be instituted within and not after 5 working days of the incident, or when the party ought to have been aware of the incident whichever is later, giving rise to the grievance, otherwise it shall be null and void and shall not be dealt with by the arbitrator under Article 17.
- 16.5 If an employee fails to lodge their grievance or fails to observe the time limits set out in this Article, the grievance shall be null and void.
- 16.6 The time limits set out in Article 16 may be extended by a mutual written agreement of the parties.
- 16.7 Payment for Grievance Resolutions  
Following the resolution of a grievance directing a payment to an employee, the Company will include the payment on that employee's next pay. Where the payment is not included on the employee's next pay the payment will be made in a special cheque in two (2) working days.

**ARTICLE 17**  
**ARBITRATION**

- 17.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure in Article 16, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The Employer and the Union shall then endeavour to select an impartial arbitrator to hear the evidence and argument and decide the grievance. If they fail to agree upon such arbitrator within 30 working days of the receipt of such notice in writing by the Party to whom it is addressed, either Party may then request the Minister of Labour for Ontario to appoint the arbitrator. The arbitrator so selected or appointed shall hear and determine the dispute or allegation and shall issue a decision, which shall be final and binding upon the Parties and upon any employee affected by it. The Employer and the Union shall each pay one-half of the fees and disbursements of the arbitrator.
- 17.2 The arbitrator shall not have any authority to alter or change or to give any decision contrary to, nor in any way to modify, add to or detract from any provision of this Agreement. Where a grievance against discharge or suspension is not settled and duly comes before an arbitrator, the arbitrator may make a ruling:
- (a) confirming the Employer's action, or
  - (b) reinstating the employee with compensation for time lost (except for the amount of any wages the employee has received for work done elsewhere pending the disposition of the case), or
  - (c) disposing of the Grievance in any other manner which may be just and equitable.
- 17.3 The time limits set out in Article 17 may be extended by a mutual written agreement of the Parties.

**ARTICLE 18**  
**DISCHARGE & DISCIPLINE CASES**

- 18.1 An employee who is suspended or discharged will be given an opportunity to interview a member of the Plant Committee or a Steward before leaving the Employer's premises.
- 18.2 An employee who is discharged or suspended for more than 3 days may file a grievance at Step 2 of the Grievance Procedure within 3 days of such discharge or suspension. An employee who is suspended for 3 days or less than 3 days shall take up their grievance at Step 1.
- 18.3 Discipline on an employee's file, which is more than 18 months old, will not be considered when determining future disciplinary action.
- 18.4 Disciplinary Decisions
- (a) There will be two separate tracks for progressive discipline – attendance-related offences and non-attendance-related offences. Attendance-related misconduct includes lateness, leaving early, absence without leave (including 'no reports'), violation of rules relating to attendance at work, and other forms of culpable absenteeism.
  - (b) Within ten (10) working days of discovering misconduct by an employee, the Company will meet with the employee to communicate its disciplinary decision.

**ARTICLE 19  
HOLIDAYS**

19.1 The following will be recognized as Holidays during the term of this Agreement:

Good Friday	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	

and

<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
Thursday December 23, 2004	Friday December 23, 2005	Monday December 25, 2006
Friday December 24, 2004	Monday December 26, 2005	Tuesday December 26, 2006
Monday December 27, 2004	Tuesday December 27, 2005	Wednesday December 27, 2006
Tuesday December 28, 2004	Wednesday December 28, 2005	Thursday December 28, 2006
Wednesday December 29, 2004	Thursday December 29, 2005	Friday December 29, 2006
Thursday December 30, 2004	Friday December 30, 2005	Monday January 1, 2007
Friday December 31, 2004	Monday January 2, 2006	Tuesday January 2, 2007

By agreement of the parties, a day other than the actual day of the Holiday may be substituted in lieu of the Holiday.

19.2 The Employer will pay each employee, other than a probationary employee, an amount equal to a day's pay at their base hourly rate for each of the said Holidays or day substituted therefore, not worked by the employee regardless of the day on which the Holiday may fall.

19.3 Any employee, other than a probationary employee, required to work on any of the above named Holidays or a day substituted therefore shall be paid at the rate of two times their base hourly rate for all hours worked on that day and eight hours pay at their base hourly rate.

A probationary employee required to work on any of the above named Holidays or a day substituted therefore shall be paid at the rate of two times their base hourly rate for all hours worked on that day.

This section only applies where an employee who works on the Holiday or day substituted therefore does not receive a day off in lieu of the Holiday.

19.4 In order to qualify for Holiday pay an employee must have successfully completed the probationary period as set out in Article 14.2(a) and shall have worked the last scheduled

working day prior to the Holiday and the first scheduled working day after the Holiday and shall work on the Holiday if scheduled to work, unless their absence on any such working day is:

- 1) excused by the Employer.
- 2) due to temporary lack of work but they have worked at least one of the 10 working days preceding and one of the 10 working days succeeding the Holiday.
- 3) reasonable. Reasonable in this context shall mean any of the following:
  - a) death in the employee's immediate family
  - b) serving on jury duty under Article 21.7
  - c) because of a disabling personal injury, or a proven unavoidable illness, or other equally compelling personal reasons;

provided that an employee shall not be eligible to be paid for the Holiday if they are absent due to:

- 1) leave of absence other than specifically excused absence on one or more of the scheduled working days specified in this section
- 2) layoff
- 3) suspension
- 4) sick leave beyond the end of the Accident & Sickness benefit period
- 5) compensable accident or injury (i.e. the employee is in receipt of WSIB benefits.)



**ARTICLE 20  
VACATIONS**

20.1 An employee who, on the 31<sup>st</sup> day of May in each year has the seniority shown below shall be entitled to the corresponding vacations with pay.

Vacation pay entitlement will be the percentage of gross pay received in the qualifying year or the number of hours at their base hourly rate as shown in each category, whichever is greater.

<u>SENIORITY</u>	<u>VACATION ENTITLEMENT</u>	<u>VACATION PAY ENTITLEMENT</u>
Less than 1 year	Nil	4% only
1 year	2 weeks	4% or 80 hours
5 years	3 weeks	6% or 120 hours
10 years	3 weeks	7% or 120 hours
12 years	4 weeks	8% or 160 hours
20 years	5 weeks	10% or 200 hours

An employee must have worked at least 700 hours in the qualifying year to be eligible for the above entitlement.

An employee who did not work 700 hours in the qualifying year will receive only the percentage specified.

An employee who did not work 700 hours in the qualifying year but did accumulate 1040 hours of work and time off work on worker’s compensation combined, will be eligible for the above entitlement provided they have worked at least 350 hours with the balance of the 1040 hours on worker’s compensation. Time off work on worker’s compensation will be measured at the maximum rate of 8 hours per day 5 days per week.

20.2 Employees with the greatest seniority shall be given the choice of vacation dates subject to the Employer’s right to maintain a qualified work force.

20.3 When one of the Holidays in Article 19 falls during an employee’s vacation, the employee shall receive an extra day’s vacation with pay in lieu of the Holiday.

20.4 Vacations shall be taken in the year earned except an employee who takes their vacation early at the request of the Employer because of job requirements, will receive earned vacation pay approximately equal to the amount of time being taken.

20.5 Current employees have the option to accept a once per year lump sum vacation payout as per the schedule below or a “pay as you go” option where vacation time will be paid as it is taken paid at base rate plus COLA. Employees must decide by April 15 of the prior vacation year

which option they choose for the coming vacation year. This notice must be in writing on the form provided. Employees have the option to change their choice every April 15 using the same form. Any remaining value of vacation earned not paid through the pay as you go option (earnings from shift premium/overtime etc.) will be paid out in a lump sum as per the schedule below. Employees who fall under “hours worked” (Article 20.1) must be paid out in lump sum. All new hires must use “pay as you go” option when eligible for vacation time.

The intent is to begin this process in the next contract year, barring unforeseen system issues.

All other vacation pay entitlements will be distributed in one cheque by June 16, 2005, June 15, 2006, and June 14, 2007.

20.6 The Employer will make every reasonable effort to post the tentative summer vacation shutdown dates by April 15<sup>th</sup> in any year.

20.7 All employees must take at least ten (10) vacation days during the vacation year. Employees may request to take ten (10) days of their annual vacation entitlement in less than a full-week block.

20.8 Vacation Scheduling

1. Requests for time off of one day or more shall be submitted as follows:

- By May 15<sup>th</sup> for vacations in the months of June, July, and August
- By the first Monday of August for vacations in the months of September, October and November
- By the first Monday of November for vacations in the months of December, January, and February
- By the first Monday of February for vacations in the months of March, April and May

2. The Company will approve vacation schedules within 5 days of the deadline for submission of requests.

3. Requests for vacation submitted by the appropriate deadlines will be approved on the basis of seniority subject to the Company’s right to maintain a qualified workforce.

4. Vacation requests not received by the appropriate deadlines will be approved on a first come first served basis subject to availability of time and the Company’s right to maintain a qualified workforce. All vacation requests must be submitted 48 hours prior to time requested off.

5. Once vacations have been approved they will not be cancelled by the Company except

by mutual agreement. Should an employee choose to cancel vacation they will provide the Company with 48 hours notice. Cancellation of a one (1) day or less vacation will not be accepted except for medical appointments cancelled by the practitioner or when an employee's shift has been changed by the Company within two (2) weeks of the vacation day.

6. The Company will continue the current practice of allowing vacation for compassionate reasons where the employee has vacation available.

**ARTICLE 21**  
**BENEFIT PLANS & HEALTH INSURANCE**

21.1 (a)	<b>Effective Date</b>	<b>Life Insurance</b>
	November 26, 2004	\$36,000
	November 26, 2005	\$37,000
	November 26, 2006	\$38,000

	<b>Effective Date</b>	<b>A.D.&amp;D</b>
	November 26, 2004	\$36,000
	November 26, 2005	\$37,000
	November 26, 2006	\$38,000

- (b) **Accident & Sickness**  
First day accident  
First day hospitalization  
Fourth day sickness  
First day hospitalization for day surgery costing over \$25.00  
Paid benefit of 26 weeks

The benefit will be 60 percent of gross weekly earnings up to the EI maximum (\$447.00 effective January 1, 1993).

The entire rebate of the E.I. premiums revert to the Company.

- (c) To reflect the Ontario Health Premium.  
(d) 20-cent deductible prescription drug plan.  
(e) Dental plan  
Basic Preventative  
\$25.00 annual deductible - single coverage  
\$50.00 annual deductible - family coverage  
\$1000.00 maximum benefit per person per benefit year  
80% -20% Shared Risk  
50% -50% Shared Risk on dentures for the employees and dependents once during the life of the Agreement.  
Benefit based on:  
2004 ODA Fee Guide effective November 26, 2004.  
2005 ODA Fee Guide effective November 26, 2005.  
2006 ODA Fee Guide effective November 26, 2006.  
(f) Vision coverage of \$100.00 every 24 months for employees and dependents.  
(g) Out of Province Health Care Coverage  
(h) 50% -50% shared Risk on Chiropractic or Physiotherapist treatment coverage to a

maximum of \$250.00 per year. Coverage is for the member only.

- (i) The Employer agrees to pay the cost of the premiums for the coverage provided in this section and such will be available to employees after the normal waiting period of 3 months, where applicable.
- (j) A seniority employee will continue to be covered for Life Insurance and, if enrolled, OHIP, Dental Plan and Drug Plan after lay-off according to the following schedule:

<u>Seniority at the time of Lay-off</u>	<u>Number of months of coverage following the month in which the lay-off occurred</u>
Less than 5 years	One
5 years but less than 10 years	Two
10 years or more	Three

- (k) All seniority employees will be enrolled in the existing five-year LTD program. The cost of this program will be shared 50%-50% with employees.

21.2 In the event of compulsory Government Insurance, the above benefits shall be adjusted to avoid duplication.

21.3 (a) The Employer will provide a Pension as described in the booklet entitled - "Your TRW Pension Plan." For purposes of ease of reference only, the pension benefit amount is listed below:

<u>Effective Date</u>	<u>Monthly Benefit</u>	
	<u>Non-Skilled Trades</u>	<u>Skilled Trades</u>
November 26 <sup>th</sup> , 2006	35.50	37.00

- (b) The company will continue to pay premiums for drug, dental, extended health excluding travel deluxe for employees retiring at age 62 until age 65.
- (c) The following briefly summarizes supplemental, transitional income and benefits for employees retiring while on A&S/LTD:
  - An employee who has two years of service as a plan member between the ages of 62 and 65 who is currently on A&S or LTD and wanting to retire may do so with full pension benefit (an employee cannot be collecting A&S or LTD and pension at the same time).
  - Supplemental Benefit (CPP Bridge): If an employee retires on or after 62, they will also receive a supplemental pension from the company, payable until age 65. This monthly payment is equal to the reduction in the Canada Pension Plan retirement benefits that are in effect the date you start to receive you pension.
  - Transitional Income: If an employee retires between November 26, 2004 and November 25, 2007, a special transitional income will be paid to active employees retiring between age

62 and 65. "Active" employees includes employees currently on A&S or LTD and wanting to retire. Employees off work and not collecting A&S or LTD do not qualify. Eligible employees will receive a monthly payment of \$400.00 (minus applicable deductions) from their retirement date to the month they turn age 65. If the employee dies prior to age 65, the transitional income ceases to be paid. This special transitional income is not part of the pension plan and is paid directly by TRW.

- Health and Dental Benefits (excluding deluxe travel): An employee between the ages of 62 and 65, currently on A&S or LTD and qualifies for retirement will be eligible for full health and dental benefits (excluding travel deluxe) that are in effect at the time of their retirement. This coverage will cease the month the member turns age 65 or if the employee dies prior to age 65.

- 21.4 When a death occurs in the immediate family of an employee who has achieved seniority, the employee will be permitted 3 working days off with pay at their base rate for an 8-hour day at the time of the bereavement.

Immediate family will mean Father, Mother, Brother, Sister, Wife, Husband, Partner, Child, Mother-in-Law, Father-in-Law or Grandparents.

One working day bereavement will be allowed to an employee who as achieved seniority in the event of the death of a brother/sister-in-law or a grandchild. Pay will be at base rate of pay and must be taken at time of bereavement.

Where an employee receives bereavement leave in accordance with this section and uses the leave for another purpose the employee will be subject to disciplinary action up to and including discharge.

For the purpose of bereavement under Art. 21.4, an employee working afternoon or evening shifts will be deemed to be working day shift.

- 21.5 The terms and conditions of the policies in this Article are as more specifically set out and provided for in the policies themselves.
- 21.6 An employee suffering an injury, arising out of and in the course of their employment, who is sent from the Company premises for professional medical attention, will be paid at their base hourly rate to the end of their shift on the day of such injury and will return to work on the advice of the doctor. If the injured employee leaves the Company's premises without being sent, they will not be paid for the balance of the shift in which the injury occurred unless the Company is advised in writing by the attending medical doctor that such lost time was justified.
- 21.7 An employee who is selected for service as a Juror or as a subpoenaed witness, will be compensated for loss of pay due to such service. Such compensation will be based on the employee's regularly scheduled hours at their base hourly rate, less the fee received for the

service. However, should the employee attend for selection as a Juror and not be selected or as a subpoenaed witness and be called, they are required to return to the plant to complete their remaining normally scheduled work day, provided there are then more than 4 hours in such day. An employee working afternoon or evening shift who is called for Jury Duty or as a subpoenaed witness will be transferred to day shift

**ARTICLE 22**  
**SKILLED TRADES**

- 22.1 The provisions of the Collective Agreement shall apply to employees in the skilled trades classifications except as altered by the provisions of this article.
- 22.2 (a) Seniority in the skilled trades shall be by non-interchangeable classifications within a department or group of departments. Seniority shall be by department. Departments shall be defined as the Tool Room and Maintenance. Future employees entering a classification or trade shall have seniority from their date of entry in the skilled trade.
- (b) Production workers will not carry seniority into the trades or classifications listed nor will skilled trades workers exercise seniority into production or non-production groups except where a classification or trade listed is discontinued or eliminated. Such employee will then exercise their total Company seniority for the purpose of displacing a junior employee in the classification or trade for which they are qualified, or shall exercise all of their Company seniority in the general production or non-production groups under the Collective Agreement.
- (c) Should a skilled trades employee become medically unfit and unable to follow their skilled trade both the Employer and the Union will cooperate in endeavouring to place such employee on a job which the employee is capable of performing and taking their total seniority with them. However, if placed in a non-skilled classification, the employee shall then forfeit all rights within the skilled trades, except in the case of temporary accommodation.
- 22.3 The term journeyman as used in this Agreement shall mean any person who:
- a) presently holds a journeyman's classification in a skilled trades occupation as listed, or
  - b) has served a bonafide apprenticeship and holds a certificate which substantiates their claim of such services, or
  - c) who has 8 years of practical experience in the skilled trades classification in which they claim journeyman's designation, or
  - d) holds a CAW or UAW journeyman's card.

Any further employment in the skilled trades occupations as listed, after signing of this agreement shall be limited to journeymen and apprentices.

- 22.4 Should a skilled trades employee possessing journeymen's qualifications in another trade as listed request a transfer or be transferred from their present classification into another skilled trades classification the employee shall retain seniority in their former classification for 90 days.

Recalls shall be made in reverse order to lay-offs.



- 22.5 The Employer and the Union recognize and agree to the TRW Apprenticeship Program and hereby incorporate it by reference into this Collective Agreement.
- 22.6 Promotions or transfers to a higher paid or better job with equal pay within a skilled trade shall be based on the qualifications necessary as a journeyman for such jobs. When these factors are equal the employee with the greater seniority will be given preference.
- 22.7 Only a journeyman shall be considered as a lead hand in their respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades groups.
- 22.8 The Employer agrees to deduct the sum of one-half hour per year as dues to the Canadian Skilled Trades Council from employees hired, rehired, reinstated or transferred to a skilled trades classification or trade as listed upon receipt of individual authorization cards signed by each employee. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of January. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union.
- 22.9 Where a vacancy for a position in a skilled trade exists such vacancy shall be posted for 48 hours. Where there are no qualified applicants the Employer will fill the job externally. Prior to any person entering a skilled trades classification, the Company shall present to the Skilled Trades Committee person documented proof of the person's qualifications to hold such a position.
- 22.10 For weekend day overtime which involves coverage of the press room or general repairs the employees classified and paid as Group Leaders on dayshift will be offered the overtime in accordance with their position on the equalization list. The current practice will be continued where the overtime is a result of special projects like tool transfers.

If a worker incurs overtime while on special assignment, the worker with the lowest hours will be given the next overtime opportunity within two (2) months, or be paid in lieu.

22.11 Electricians without License 309D

The Company will pay the tuition following satisfactory completion of courses relating to the upgrade to a 309D License for Electricians hired with a lesser license.

22.12 Banked 40 Hours

The Maintenance personnel, including the Maintenance Helper Factory Generals who are filling in for posted maintenance personnel, are eligible to bank overtime hours worked during the Christmas Shutdown. A maximum of forty (40) hours can be banked but must be taken by December 1<sup>st</sup> of the following year. No carryover beyond the December 1<sup>st</sup> date will be allowed.

- 22.13 The Company agrees to provide an annual tool allowance to a maximum of \$100.00 per active

ticketed skill trades person.

**ARTICLE 23**  
**WEEKEND WORKER**

23.1 Hours of Work:

The following will be designated hours of work for the designated shifts.

- (a) Saturday-Sunday 2 –12 hour shifts which will include 3 – 15 minute paid breaks and 1 – 20 minute paid lunch.
  
- (b) Shift time will be as follows:
  - Night Shift: Friday midnight 2400 hrs.  
Saturday noon 1200 hrs.
  
  - Day Shift: Saturday noon 1200 hrs.  
Saturday midnight 2400 hrs.
  
  - Night Shift: Saturday midnight 2400 hrs.  
Sunday noon 1200 hrs.
  
  - Day Shift: Sunday noon 1200 hrs.  
Sunday midnight 2400 hrs.
  
- (c) Reduction in shifts – Where possible, when weekend worker shifts are reduced from four (4) shifts to two (2) shifts, the hours of work change to Saturday 7:00 a.m. – 7:00 p.m. and Sunday 7:00 a.m. – 7:00 p.m.

23.2 Pay:

- (a) For the 12 hour weekend worker, pay will be base rate plus COLA for all hours paid. There will be no premium pay after 8 hours worked in a day.
  
- (b) COLA for weekend worker will be paid for 40 hours straight time hours less any hours not worked on their scheduled shift.
  
- (c) Twenty (20) hours pay per shift worked (i.e. forty (40) hours pay per weekend).
  
- (d) Shift premium will be governed by the majority of hours worked. The applicable shift premium will be paid on the actual hours paid.
  
- (e) Pay period for 12 hour shift worker will be the standard pay period which is Friday to Thursday.

23.3 Short-term Layoffs

For the purpose of applying the intentions of Article 14.6 (c) to weekend workers, the time frames will be prorated. For example, two days in 14.6(c) will mean nine (9) hours and thirty-six (36) minutes of weekend working hours.

Where the Weekend Worker displaces a Weekday Worker the above time frames will be converted to the weekday equivalents as per Article 14.6 (c).

23.4 Union Representation

The Company will recognize an alternative union representative for the 12 hour weekend worker.

23.5 Vacation & Vacation Pay

(a) Vacation pay will be calculated for gross earnings for hours paid.

(b) One (1) weekend, twenty-four (24) hours, equals one (1) week vacation with pay.

23.6 Jury Duty

An employee who is selected for service as a jury member or as a subpoenaed witness will be compensated for any loss of pay for regular hours on the weekend shift.

23.7 Bereavement Pay

Bereavement leave for a weekend worker will consist of 24 hours at the base rate of pay as per schedule A.

23.8 Weekly Indemnity/LTD

Revert the plan to recognize for the 12-hour weekend worker hours of work paid instead of days worked (i.e. Saturday 12-hour shift represents 20 hours and 2.4 hours into the next 12 hour shift) will qualify them for 4<sup>th</sup> day illness. First day accident or hospitalization is the first day of the 12-hour shift absent.

23.9 Pension Plan

Hours for 12-hour weekend worker will be calculated as hours paid instead of hours worked.

23.10 Report-in Pay

Report-in pay will be six (6) hours at the normal pay rate as per Article 15.10.

23.11 Employees who receive a one (1) day disciplinary suspension will be only disciplined for 4.8 hours and will have the opportunity of attending work for the balance or prior to their respective shift. Employees who decide to attend work after their 4.8 hours suspension will not be eligible for report-in pay.

23.12 Overtime

Weekday overtime will be first offered to the 8 hour shift employees by classification and any remaining opportunities will be offered to the 12 hour shift weekend worker through overtime equalization agreement. This arrangement must not result in an employee working more than 12 consecutive hours or having less than 8 hours between shifts.

23.13 Paid Education Leave

For the purpose of calculating Paid Education Leave Fund, the assessment for the (12) hour weekend worker will be based upon hours paid. If a (12) hour weekend worker works overtime, the assessment will be on hours worked.

23.14 Probationary Period

For determination of the Probationary Period for a weekend worker, a weekend worker will be the equivalent of five (5) days.

23.15 Plant Holidays

A weekend not worked is equivalent to five (5) holidays. Any balance of negotiated holidays will be paid based upon eight (8) hours at the normal pay per holiday.

23.16 Weekend Worker Vacancies

- (a) Whenever a vacancy occurs on a weekend shift, it will be filled by an internal posting procedure from within the Bargaining Unit by Weekday workers in the same classification, by seniority. Any subsequent vacancy(s) will be posted and filled in accordance with Article 14.5 of the Collective Agreement.
  
- (d) For the purposes of Art. 25.16 (a) only, workers currently employed in the classifications of Automatic Press Operator and Press Set-Up & Operate Gr. 1 and Gr. 2 will be considered to have equal access to Weekend vacancies in each other's classifications. However, to be eligible for a Weekend Press Set-Up Gr.1 position, an Automatic Press Operator or Press Set-Up and Operate Gr. 2 must pass the Gr. 1 level evaluation. This evaluation would not be required for an employee who was a Gr. 1 Setter in good standing within the previous eighteen (18) months.
  
- (e) In all cases, transfer to a Weekend Worker schedule will be voluntary.

23.17 Weekend Worker Holidays

- 1. Unlike the paid holidays for the weekday workers which are specifically identified in Art. 19.1, for weekend workers the paid holidays during the Christmas vacation period occur on the weekends during the period of vacation.

The weekend dates are:

<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
Saturday, December 25, 2004	Saturday, December 24, 2005	Saturday, December 23, 2006
Sunday, December 26, 2004	Sunday, December 25, 2005	Sunday, December 24, 2006
Saturday, January 1, 2005	Saturday, December 31, 2005	Saturday, December 30, 2006
Sunday, January 2, 2005	Sunday, January 1, 2006	Sunday, December 31, 2006

2. The three paid holidays that immediately follow the Christmas vacation (i.e. Good Friday, Easter Monday and Victoria Day) will be deemed to have been prepaid during the Christmas vacation. The four other holidays (i.e. Canada Day, Civic Holiday, Labour Day and Thanksgiving Day) will be scheduled by the Company.
3. Should a worker who has been prepaid for a paid holiday (as per #2 above) not continue working to earn the paid holiday, for example terminates employment, transfers to weekday work, etc., the worker is liable to the Company for the unearned paid holiday.
4. For the weekend worker, the holiday pay in respect of the four, latter paid holidays (i.e. Canada Day, Civic Holiday, Labour Day and Thanksgiving Day) is eight hours pay at the base hourly rate (as per Schedule A). As the balance of the holidays are used up in the two (2) weekends of the Christmas vacation, twenty (20) hours of holiday pay (for 2 ½ holiday dates) at the base hourly rate (as per Schedule A) are attributable to each of those weekend dates.
5. Should a weekend worker work on a date that has been identified as a paid holiday for weekend workers then the weekend worker will be paid at the rate of two times their base hourly rate (as per Schedule A) for all hours worked on that day. If the weekend worker is non-probationary, then s/he will also be paid the applicable holiday pay.
6. Should work be available on a weekday date, including a date designated as a paid holiday for weekday workers, then the work opportunity will be offered to weekday workers of the classification prior to the weekend workers of the classification.

23.18 Notification of Discontinuation

Further to Article. 14.6(e), notification of layoff to a Weekend Worker will be given no later than two hours and twenty-four minutes into the last weekend shift to be worked.

23.19 Urgent Temporary Transfer of Weekend Workers

The temporary transfer of a weekend worker to a non-weekend position will be for two (2) hours or less in the event of an emergency.

23.20 Normal Change between Weekend and Weekday Shifts

An employee who is switching from a weekday rotation to a weekend rotation will complete their weekday rotation on the Thursday prior to the first weekend shift to be worked.

An employee who is switching from a weekend rotation to a weekday rotation will begin their weekday rotation on the Friday following the last weekend shift worked.

23.21 Shift Trades between Weekend and Weekday Workers

A list will be developed (unless there is one already in place) of weekday workers who are interested in trading shifts with weekend workers or covering weekend worker absences. Interested weekday workers of the classification will be rotated through weekend opportunities, initially in seniority order.

An employee whose turn comes up will be placed at the bottom of the rotation, even if the opportunity is for less than a full weekend or the employee does not work on this weekend due to refusing the opportunity or is absent for any reason.

Any weekday employee of the classification joining the list after it has been activated will join at the bottom of the rotation regardless of their relative seniority.

With their supervisor's approval, employees involved in a shift trade may agree to a coverage arrangement that differs from the terms of the letter of intent re: "Normal Change between Weekend and Weekday Shifts" but must provide each employee with the appropriate complement of hours worked.

A shift trade will not result in additional cost to the employer that would not have occurred without the trade.

**ARTICLE 24**  
**JOB GROUP CLASSIFICATIONS**  
**AND BASE RATES OF PAY**

- 24.1 Job group classifications and base rates of pay for these groups shall be as set out in Schedule “A” of this Agreement.

Prior to the establishment of a classification not included in Schedule “A” of this Agreement, or when a significant change takes place in the job content of a classification already established, the Employer and Union will meet and make every effort to establish a base rate of pay therefore which will be satisfactory to both parties. In the event the parties fail to reach an agreement on a base rate of pay to be assigned to the new or existing classification, the Employer shall establish a base rate and the Union may have recourse to the grievance procedure under Article 16 herein, with a claim that the new base rate established is not consistent with the base rate structure set out in Schedule “A”.



**ARTICLE 25**  
**COST-OF-LIVING ALLOWANCE**

25.1 Cost-of Living adjustments will be made according to the formula set out in Schedule "B" of this Agreement.

**ARTICLE 26**  
**TERM OF AGREEMENT**

26.1 This Agreement shall be for a term commencing on the 26th of November 2004 and ending at 12:01 a.m. on November 26, 2007, and from year to year thereafter unless either Party gives notice in writing to the other Party not less than 30 days or more than 90 days prior to the expiration date of this Agreement of that Party's intentions to terminate this Agreement or to negotiate revisions thereof.

IN WITNESS WHEREOF the Parties have executed this Agreement on the \_\_\_\_ day of November, 2004.

FOR THE UNION

FOR: LOCAL 1411, C.A.W.

\_\_\_\_\_  
\_\_\_\_\_  
Wayne Latour

\_\_\_\_\_  
\_\_\_\_\_  
Larry Patenaude

\_\_\_\_\_  
\_\_\_\_\_  
Larry Moreau

\_\_\_\_\_  
\_\_\_\_\_  
Dennis Esterbrooks

\_\_\_\_\_  
\_\_\_\_\_  
Alex Contois

\_\_\_\_\_  
\_\_\_\_\_  
Maurice Breault

\_\_\_\_\_  
\_\_\_\_\_  
Tom Dattilo

FOR THE COMPANY

FOR: TRW CANADA LIMITED  
Occupant Safety Systems  
Midland, Ontario

Christopher Johnston

Phyllis Myshrall

Michael Murray

Jason Dillman

Peter Slama

**SCHEDULE A**  
**BASE HOURLY RATES OF PAY**

	<b>EFF.</b> <b>11/26/04</b>	<b>RATES</b> <b>EFF.</b> <b>11/26/05</b>	<b>EFF.</b> <b>11/26/06</b>
Class 1	18.18	18.38	18.58
1. Factory (General)			
2. Lab Trainee (1 year maximum)			
Class 2	18.28	18.48	18.68
1. Inspector Grade 2			
2. Press/Pit Monitor			
Class 3	18.43	18.63	18.83
1. Tankhand			
2. Shipper Receiver			
3. Tool Crib Attendant			
4. Truck Driver – Factory (General)			
5. Tumbling Set-up and Operate			
6. Sub-Assembly Operator			
Class 4	18.53	18.73	18.93
1. Towmotor Driver			
2. Automatic Press Operator			
Class 5	18.63	18.83	19.03
1. Inspector Grade 1			
2. Lab Assistant			
3. Epoxy Set-up and Operate			
4. Rack Maker			
Class 6	18.93	19.13	19.33
1. Tractor Trailer and Truck Driver – Factory (General)			
Class 7	18.88	19.08	19.28
1. Automatic Press Set-up and Operate Gr. 2			
2. Heat Treat Assistant			
3. Zinc Line Trainee			

**SCHEDULE A**  
**BASE HOURLY RATES OF PAY**

		<b>RATES</b>		
		<b>EFF.</b>	<b>EFF.</b>	<b>EFF.</b>
		<b>11/26/04</b>	<b>11/26/05</b>	<b>11/26/06</b>
Class 8				
1.	Rack Maker – Finisher	19.13	19.33	19.53
2.	Plater Set-Up and Operate			
3.	Zinc Set-Up and Operate			
Class 8A				
1.	Automatic Press Set-up and Operate Gr. 1	19.43	19.63	19.83
Class 8B				
1.	Heat Treat Set-up and Operate	19.38	19.58	19.78
2.	Lab Technician			
Class 9				
1.	Production Mechanic	18.98	19.18	19.38
Class 12				
1.	Plating Technician	19.38	20.03	20.23
Class 13				
1.	Tool & Die Maker – Start	22.65	23.15	23.65
2.	Tool & Die Maker – 2 years	23.78	24.28	24.78
3.	Tool & Die Maker – 3 years	24.40	24.90	25.40
Class 14				
1.	Tool & Die Maker	25.22	25.72	26.22
Class 15				
1.	Millwright – Start	21.03	21.53	22.03
2.	Millwright – 2 years	21.57	22.07	22.57
Class 16				
1.	Millwright	22.11	22.61	23.11
2.	Certified Welder			
3.	Journeyman Gas Fitter			
4.	Stationary Engineer			

5. Journeyman Pipefitter Plumber

Class 17

1.	Electrician – Start	21.57	22.07	22.57
2.	Electrician – 2 years	22.11	22.61	23.11

**SCHEDULE A**  
**BASE HOURLY RATES OF PAY**

		<b>EFF.</b>	<b>RATES</b>	<b>EFF.</b>
		<b>11/26/04</b>	<b>11/26/05</b>	<b>11/24/06</b>
<hr/>				
Class 18				
1.	Electrician	22.55	23.05	23.55
2.	Toolroom Machinist			
Class 19				
1.	Apprentice Millwright – Start	12.62	12.92	13.22
2.	Apprentice Millwright – 1 year	14.72	15.07	15.42
3.	Apprentice Millwright – 2 years	16.82	17.22	17.62
4.	Apprentice Millwright – 3 years	17.88	18.30	18.73
After 4 years – Graduate and move automatically to Class 15.1				
Class 20				
1.	Apprentice Electrician – Start	12.94	13.24	13.54
2.	Apprentice Electrician – 1 year	15.10	15.45	15.80
3.	Apprentice Electrician – 2 years	17.26	17.66	18.06
4.	Apprentice Electrician – 3 years	18.33	18.76	19.18
5.	Apprentice Electrician – 4 years	19.41	19.86	20.31
After 5 years – Graduate and move automatically to Class 17.1				
Class 21				
1.	Apprentice Tool & Die Maker – Start	13.59	13.89	14.19
2.	Apprentice Tool & Die Maker – 1 year	15.86	16.20	16.56
3.	Apprentice Tool & Die Maker – 2 years	18.12	18.52	18.92
	Apprentice Tool & Die Maker – 3 years	19.25	19.68	20.10
After 4 years – Graduate and move automatically to Class 13.1				

**SCHEDULE "A" continued**  
**NOTES**

1. When an employee is designated by the Employer as a Lead Hand the employee shall be paid an hourly rate of pay equal to the highest straight time hourly rate paid to an employee in the group that they are leading, or the Class 5 rate, whichever is greater, plus \$0.10 per hour.

A Lead Hand is a working leader who:

- a) has a regular production job to which the majority of their time is devoted;
- b) assigns work to individuals as required by schedules;
- c) has leadership duties limited to instruction and organization of the production of an acceptable product to pre-determined standards and schedules; and,
- d) may be required to train new department employees.

2. When an employee is designated by the Employer as a Group Leader the employee shall be paid an hourly rate of pay equal to the highest straight time hourly rate paid to any Lead Hand in the group they are leading, plus \$0.10 per hour; and if there is no Lead Hand in that group then the employee shall be paid an hourly rate equal to the highest straight time hourly rate paid to any employee in the group they are leading, plus \$0.20 per hour, or the Class 8.1 rate, whichever is greater. A skilled trades group leader shall be paid \$0.30 per hour above the highest straight time rate paid to any employee in the group they are leading.

A Group Leader is a working leader who:

- a) normally devotes the majority of their time to leadership duties
- b) determines or changes the schedules as required
- c) assigns work to individuals or groups as required
- d) has a full range of leadership duties limited only by lack of disciplinary authority
- e) may be required to train new department employees.

3. When an employee is designated by the Employer as a Dual Automatic Press Operator, the employee shall be paid their base hourly rate plus \$0.35 per hour while operating dual presses.

**SCHEDULE B**  
**COST-OF-LIVING ADJUSTMENTS**

CPI = Canadian Consumer Price Index (1992=100)

BASE = Average CPI for the months of August, September and October, 2004.

Each adjustment specified will replace the previous adjustment, if any, in its entirety and apply to hours worked and hours paid for Holidays, Vacations and class 6-A on duty non-driving and weekend hours worked.

Beginning in May, 2005, increases will be granted on six month intervals in an amount equivalent to one cent for each .0839 point rise in certain CPI averages over the BASE as follows:

FIRST ADJUSTMENT to be calculated from the CPI average for the months of February, March and April, 2005 and becomes effective May 20<sup>th</sup>, 2005.

SECOND ADJUSTMENT to be calculated from the CPI average for the months of August, September and October, 2005 and becomes effective November 18<sup>th</sup>, 2005.

THIRD ADJUSTMENT to be calculated from the CPI average for the months of February, March and April, 2006 and becomes effective May 19<sup>th</sup>, 2006.

FOURTH ADJUSTMENT to be calculated from the CPI average for the months of August, September and October, 2006 and becomes effective November 17<sup>th</sup>, 2006.

FIFTH ADJUSTMENT to be calculated from the CPI average for the months of February, March and April, 2007 and becomes effective May 18<sup>th</sup>, 2007.

COLA adjustments will reflect increase only, no decreases.



## LETTERS OF INTENT

### Accident Response Training

The Company will ensure that supervisors and the members of the JHSC receive refresher training on safety accident response, which will include lockout procedures for securing the area following serious injuries.

The materials for securing the area will be publicly accessible. The monthly JHSC audit will include checking that these materials are in the appropriate location(s).

### Administrative Items

The Company agrees to the following administrative items:

- the Company will meet with the Union before posting changes to rules and regulations
- the Company agrees to provide the Financial Secretary of the Union with an updated list of names and addresses of employees once every six months
- Company agrees to ensure grievance procedure adhered to regarding management representation
- The Company agrees to provide the Union to reasonable access to a meeting room at Plants #1 and #4 when appropriate
- the Company will consult with the Union prior to changing the hours of work
- all overtime worked or charged will be posted Tuesday. The overtime week will be Thursday to Wednesday.
- The company will pay for tuition and required books (books up to \$100.00 per course) for approved courses
- the Company will give employees on lay-off the option as to when vacation is paid out

### Transitional Income

An active employee who is eligible for retirement under the pension plan and who elects to retire on or after age 62 will receive a Transitional Income paid by TRW Midland in the amount of \$400/month. The Transitional Income shall commence on the employee's retirement date and the last payment shall be on the earlier of the first day of the month of the employee's death or the first day of the month preceding the employee's normal retirement date. The employee's normal retirement date is the first day of the month next following the employee's attainment of age 65.

### Retiring Employees Eligibility to Monthly Pension Benefit Increase Effective November 26, 2006

An active employee who is eligible for retirement under the pension plan and who retires during the life of the current Collective Agreement will receive all increases in the monthly benefit amount proposed during the life of the current Collective Agreement.

### CAW Paid Education Leave Fund

The Employer agrees to pay to the CAW \$0.01 per straight time hour worked as a contribution to Union's PEL fund. This payment to the CAW will be made on the same basis used for the remission of Union dues.

### Contract Book Printing

The Parties will work to ensure that the printed, renewal agreement is available for distribution no later than March 1<sup>st</sup>, 2005.

### Demarcation

Skilled trades work will not be performed by the production classifications beyond the current practice. The priming of pumps is the responsibility of the Press/Pit Monitor and Millwright classifications.

It is understood that if skilled trades personnel are repairing or maintaining equipment or qualifying a die, they will be required to verify their work. Skilled trades will not perform production work except in the case of accommodation.

### Factory Generals at Plant #1

If there is no overtime in Plating or 100% Inspection (PIE), Factory Generals from PIE department may be used to relieve in Plating department.

If overtime is being worked in PIE department, Factory Generals will be used for relieving and casual absenteeism. To cover vacation and leaves of absence, Plating employees will be asked for overtime provided that the absence was granted 48 hours in advance. Otherwise, Factory Generals from PIE will be used.

### Maintenance Factory Generals

The Factory Generals of the Maintenance Department or individuals replacing these positions will perform job functions in any Department. There is a limit of three (3) Factory Generals.

### Plating

#### Tankhand Coverage

Replace the 'Plater Tankhand Procedure' in the Letters of Intent Addendum with the following:

1. Tankhand absences that are expected to be shorter than four (4) days and need to be covered, will first be offered to co-workers in the Tankhand classification as overtime then similarly to Group Leaders then qualified Factory Generals from the Plating department prior to temporarily transferring non-Plating employees. It is understood that people who are laid off out of the classification may be recalled prior to offering overtime, if the vacancy needs to be covered.
2. The Company may cover Tankhand absences of four (4) days or longer through temporary transfers.

Where overtime is offered then the order of priority will be Tankhands before Plating Group Leaders before qualified, Plating Factory Generals before qualified employees from outside the Plating department.

### Plating Factory Generals

1. When any employee is moved or transferred from the plating department (Plater breakdowns, scheduled shutdowns, or lack of work) seniority will determine who remains in the plating department.
2. Anyone who is scheduled to work on a plater that does not have a paid lunch break and works on the plater for more than four hours before being moved to an area that has a paid lunch shall remain at his or her normal schedule. If they are moved for a total of four hours or more to that area then they adopt its paid lunch (8 hr) schedule.

### Tumbling

Replace the 'Tumbling Department Call-ins and Overtime Procedure' in the Letters of Intent Addendum with the following:

The Company may cover tumbling department absences of four (4) days or longer through temporary transfers. It is understood that people who are laid off out of the classification may be recalled prior to offering overtime, if the vacancy needs to be filled.

Lead Hands will be given first opportunity to work in a vacancy created by a Lead Hand – same will apply to Setup/Operate in a Setup/Operate vacancy. However, the "rule" – overtime will be offered equitably amongst the employees.

### Potential Payroll System Change

In the event of a change in the payroll system that would require adjustments to terms in the Collective Agreement, the Company and Union will meet to discuss the implications and resolutions necessary.

### Protective Clothing

The Company will provide protective clothing during the life of the Collective Agreement to be purchased by January 30<sup>th</sup>, 2005. The positions affected are as follows:

- Tumbling: Coveralls available for drain cleaning upon request.
- Zinc: Three pairs of pants and either three long sleeve shirts or a smock. Rubber gloves and aprons would be supplied.
- Chrome: Tankhands and Setup/Operate: Three pairs of pants and either three long sleeve shirts or a smock. Rubber gloves and aprons would be supplied.
- Lab: Three pairs of pants and three long sleeve shirts or three smocks.
- Maintenance: Three pairs of pants and three shirts and coveralls

Tool room: Three pairs of pants and three short sleeve shirts and smocks or aprons.

Temporary employees will be provided with coveralls as required.  
Damaged clothing will be replaced upon returning such item to the company.  
Where alternatives are offered, the employee may select their preference.

#### Repaying Overpayments

Where an employee is overpaid, the overpayment will be deducted from their pay. The repayment schedule will be developed with input from the employee. Where the employee terminates employment and has an outstanding balance owing to the Company, the Company may deduct the monies owed from their final cheque.

#### Shortages in Pay

Shortages in an employee's pay of 6 hours or more of straight time, where the shortage is caused by the Company, will be paid by manual cheque within two working days

#### Technological Change

Where the company introduces technological change, or automates its plant processes, or launches a new product or new line and such changes affect the content of jobs held by bargaining unit personnel, the Company agrees to discuss these changes in advance with the union with a view to resolving issues that may arise within the Collective Agreement.

The Company will assume the reasonable cost of on the job training to afford the bargaining unit employees, who have the basic qualifications and ability to be trained, the opportunity to keep current with new technology (methods, tools, and machines) affecting their work and job security.

#### Thursday Paydates

Employees will be paid bi-weekly on Thursday unless banks are closed for more than two days during the period between the pay ending and pay dates.

#### Training Offered to Senior Employees

The Company agrees that where training is to be undertaken such training will be offered where possible to the senior employee. In instances where it is not possible the Company will discuss the issue with the Union.

#### Truck Driving

The parties agree that for the term of the Collective Agreement the rate of eligible on-duty-driving hours during the regular work week will be \$0.178 per kilometer for Class 6 Tractor Trailer & Truck Driver - Factory (General) in Schedule "A".

No cost of living allowance shall apply to this rate.

However, in no case will a driver receive less than the hourly rate, including COLA, for on-duty-driving hours.

For both driving and non-driving hours worked on a weekend or on a Holiday, midnight to midnight, hourly rates will be paid.

#### Trucking Regulations

1. Each driver will comply with the Federal Motor Carrier Safety Regulations.
2. The applicable hourly rate will be paid for a round trip of 560 kilometers or less with 3 or more deliveries and/or pickups.
3. Mileage and the applicable hourly rate will be paid for a round trip exceeding 480 kilometers with multiple deliveries and/or pickups and also for a round trip of 560 kilometers or less with no more than 2 deliveries and/or pickups.
4. Motel allowance during the second 8 hours off duty on a trip will be limited to CDN. \$45 per day in Canada and U.S. \$40 per day in the U.S.A.

#### Union Office

Union office will be made available at Plant #1 and Plant #4.

#### Wash-Up for Lunch Break

The parties agree that where the nature of an employee's work requires wash-up, or clean-up of the workstation prior to lunch, sufficient time will be allowed for this purpose prior to the start of the lunch period.

The parties agree that employees will not be required to punch out or in at lunch break. If an employee returns to work late, they must report to their foreman before returning to their workstation.

#### Weekend Worker Administrative Guidelines

##### Scale of Pay

Less than 1 hour = 1.667 divided by 100 (units on the time clock) = .01667/units

##### 20 Hours

1 hour = pay 1.667 hours  
2 hours = pay 3.333 hours  
3 hours = pay 5.000 hours  
4 hours = pay 6.667 hours  
5 hours = pay 8.333 hours  
6 hours = pay 10.000 hours  
7 hours = pay 11.667 hours  
8 hours = pay 13.333 hours  
9 hours = pay 15.000 hours  
10 hours = pay 16.667 hours  
11 hours = pay 18.333 hours  
12 hours = pay 20.000 hours

##### 12 Hours to 8 Hours (less than 1 hour = .0067)

1 hour = .667 hours  
2 hours = 1.333 hours  
3 hours = 2.000 hours  
4 hours = 2.667 hours  
5 hours = 3.333 hours  
6 hours = 4.000 hours  
7 hours = 4.667 hours  
8 hours = 5.333 hours  
9 hours = 6.000 hours  
10 hours = 6.667 hours  
11 hours = 7.333 hours  
12 hours = 8.000 hours

### Overtime

- (1) If the Weekend Worker is required to work on Monday following their regular weekend work shift - Overtime will be paid as if it was a Saturday – 4.50 hours at T1/2 & 3.50 hours at 2X
- (2) If the Weekend Worker is required to work on Tuesday following their regular weekend work shift – All hours worked is 2X
- (3) If the Weekend Worker is required to work on Wednesday, Thursday and Friday following their regular weekend work shift – OT will be paid at T1/2 for all hours worked during those 3 days.
- (4) Hours worked past the regular 12 hour shift on the weekend will be paid at first 3 hours at T1/2 and the last hour at 2X. It is to be noted that no one should be working more than 12 hours unless it is an emergency and the supervisor will have to approve the OT before it takes place.
- (5) When a weekend worker works overtime on a Statutory Holiday, he/she will be paid double time for hours worked.

### Accident & Sickness Insurance (A&S)

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Hours Worked	Off	Off	Off	Off	Off	12	12
Hours Paid	-	-	-	-	-	20	20
A&S Benefit	Nil	Nil	Nil	Nil	Nil	50%	50%

#### Additional Information:

- (1) First day, accident, hospitalization = first day of the 12 hour shift  
Eg. Weekend Worker goes into hospital Thursday they would then qualify on their scheduled shift of Saturday.
- (2) 4<sup>th</sup> day illness = 1 12 hours shift plus 2.4 hours into the next 12 hour shift. (4.8 hours = 1 Day)  
eg. Weekend Worker becomes sick on Thursday and unable to report to their scheduled Weekend shift of Saturday & Sunday they would then qualify for A&S benefit after the first 2.4 hours of their Sunday 12 hour shift.
- (3) Weekend Worker scheduled to work on an OT basis during Monday thru Friday and becomes disabled during this period, the time missed would not be used to calculate the qualifying period. OT situations are not considered to be insurable under A&S benefits.

### Vacation

Weekend workers who are entitled to more than 2 weeks vacation per year may request single days of vacation. Please note that these translate as follows:

Vacation Request	Amount of Time Off	Amount of Time Worked
Half day	2 hours 24 minutes	9 hours 36 minutes
One day	4 hours 48 minutes	7 hours 12 minutes
One & half days	7 hours 12 minutes	4 hours 48 minutes
Two days	9 hours 36 minutes	2 hours 24 minutes
Two & half days	12 hours	0 hours 0 minutes

## **SKILLED TRADES' LETTERS OF INTENT**

### CAD Room Overtime

1. The Toolmakers who normally work in the CAD Room will be deemed to normally perform the other Tool & Die Maker duties for the purpose of having equitable access to available overtime, provided the employee is able to perform the available work.
2. Similarly, Toolmakers who are qualified but do not normally work in the CAD Room will have equitable access to overtime opportunities in the CAD Room.
3. Employees who prefer not to work overtime may provide a written waiver for overtime opportunities (i.e. a standing refusal.) The employee may cancel this waiver at a later date and re-establish their access to overtime from that point onward.

### Skilled Trades Utilization

It is the Company's commitment that there will be no involuntary reduction of skilled trades as a result of contracting throughout the life of this Agreement.

More specifically:

1. **Planning:** Plant management shall meet semi-annually to review with the CAW Skilled Trades Representative the projected work loads regarding the installation, construction, repair, service and warranty work of existing or new equipment and facilities, jigs and fixtures (for Sub-Assembly) and spare parts (for Tool Room.)
2. **Information:** Advance notice of contract activities will be provided in situations other than emergencies, at least 10 days in advance, to permit meaningful discussion and a careful analysis of the company's workforce capabilities in connection with the subject work. The Company will provide the Union with information on the nature of the work as anticipated by the contractor. Contractors should be able to prove they hold an accredited license. Apprentices may accompany tradespersons.
3. **Layoff Recall:** When a skilled trades employee is on layoff and the Company is considering awarding a contract for work whose nature is customarily performed by the tradesperson on layoff, the laid off employee will be given first priority for the work, provided s/he can perform the available job.

4. **Full Utilization:** It is the policy of the Company to fully utilize its own employees in skilled trades classifications in the performance of skilled trades work. Consistent with local scheduling practices, when such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.
5. **Feasibility:** The assigning of the work is contingent upon:
  - a) the company having the facilities and equipment necessary for the employee to perform the work;
  - b) the work being completed within projected time limits;
  - c) the work being performed by our workforce in a manner that is competitive in terms of cost and quality; and,
  - d) the performing of the work would not affect nor limit the fulfillment of normal warranty obligations or service contracts by vendors including their obligation to prove out their work.

#### Temporary Tool Room Group Leader

1. In the absence of the group leader, in cases where the Company decides to cover the absence, the Company will temporarily assign to group leader duties the most senior, interested, qualified Tool & Die Maker who is working that shift.
2. A weekend worker who has temporarily switched to weekday day status will be given equal consideration in #1.
3. The Company has full discretion to determine whether the group leader duties need to be covered by an employee.

#### Tool Replacement

The Employer agrees to replace lost tools for skilled trades employees if:

1. they are lost as a result of a break-in which takes place on company property, or
2. they are worn out in the course of performing work for the company and are returned to the employee's supervisor.

## **SKILLED TRADES APPRENTICESHIP LETTERS OF INTENT**

#### Additional Apprentice Positions

The Company agrees to a minimum of two (2) Skilled Trades Apprenticeships over the life of the Collective Agreement.

#### Apprenticeship Competition

The successful applicant for an apprenticeship competition will be the senior candidate among those whose overall mark is seventy-five percent (75%) or better. The competition criteria will be derived with input from the Apprenticeship Committee of the specific trade.



## Apprenticeship Program

### **APPLICATION PROCEDURE**

The Company will review applications for the Apprenticeship Program with a view to selection of the most qualified applicant.

Candidates for the Apprenticeship Program will be considered from applications submitted from within the plant in accordance with the job posting procedure and from within the community.

### **REQUIREMENTS FOR APPLICATION**

The basic requirements for consideration will comply with Ministry of College and Universities guidelines and will include, where applicable:

- a Grade 12 academic training or equivalent with emphasis on certain job related areas such as Mathematics, Electronics and Machine Shop, and
- written and oral expression.

From those candidates who meet the above basic qualification, selection will be made on the basis of an evaluation of related education, training, prior experience, interest and aptitude as demonstrated by the candidates' history and application form and the result of appropriate tests. With unanimous agreement the Joint Apprenticeship Committee may recommend exceptions to these requirements.

### **CONSIDERATION OF PREVIOUS EXPERIENCE**

Credit for previous related experience in an apprentice training program, or a skilled trades classification in any plant, may be given up to the total time required on any phase of the Apprenticeship Program. Credit for such previous experience shall be determined by the Ministry and given to the apprentice at the time s/he has satisfactorily demonstrated that s/he possesses such previous experience and is able to do the job. Related training credit shall be given to the apprentice at the time that s/he has demonstrated that s/he possesses the educational knowledge for which s/he is requesting credit.

At the time such credit is given the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given towards the completion of the Apprenticeship Program.

### **GRACE PERIOD**

The first 500 hours of employment for every apprentice shall be a grace period. During the grace period, the apprentice, if s/he is a seniority transferee may elect to return to his previous occupation and the Joint Apprenticeship Committee will cancel his apprenticeship agreement. The Ministry shall be advised of all such cancellations. In no event shall an apprentice acquire apprentice seniority until s/he has acquired seniority as a Company employee. If the transferee elects to discontinue the apprenticeship after the grace period he/she will be issued notice of lay-off.

## **HOURS OF WORK**

An apprentice shall work the same hours during the contractual workweek and be subject to the same conditions as the skilled workers of his trade employed by the Company. In case an apprentice is required to work overtime, s/he shall receive credit on the term of apprenticeship for only the actual hours worked towards the apprenticeship that is an hour of worked overtime equates to as an apprentice hour. No credit is given for hours worked in other classifications.

## **APPRENTICESHIP COMMITTEE**

A Joint Committee of Apprenticeship is established which is comprised of the department manager and supervisor in the trade and two (2) highly qualified tradesmen.

The department manager of the appropriate trade will oversee the functioning of this group.

The existing Committee will continue to function. Selection of future skilled trades representatives to the committee will be by mutual agreement of the Company and the Union.

The Committee will be charged with the responsibility of reviewing applications and recommending selection of the best-qualified applicant in accordance with the above criteria. The successful applicant will be indentured in an apprenticeship as agreed to by the apprentice, the Company and the Ministry of Colleges and Universities of Ontario. Should any dispute arise which cannot be satisfactorily settled within the committee, either party may ask the Ministry to consider the matter.

The Apprenticeship Committee will conduct interviews and consider all the relevant factors in recommending a candidate for selection.

## **TRAINING**

Training will be undertaken by a qualified tradesman as selected by the supervisor of the trade. The program for both academic and experience requirements will be based on operational requirements and will meet or exceed the standards established under the *Apprenticeship and Tradesmen's Act of Ontario*.

Monthly work reports will be submitted to the supervisor by the apprentice, as well as a copy of the record of hours, and an academic report on completion of the school term.

The Committee will also review the training hours and performance, including corrective instruction or assistance, for each apprentice during the grace period and thereafter every six months during the apprenticeship. Additional meetings will be held at the unanimous request of the Committee. The tradesman training the apprentice will be included in the evaluation process.

## **DISCIPLINE**

The Committee will recommend discipline, retention, or termination of the apprentice for any of the following reasons:

1. Inability to learn.
2. Unsatisfactory work.
3. Lack of interest in his work or education.
4. Two exam failures in same term.

The final decision will rest with the department manager. Where the apprenticeship is terminated the apprentice will be issued notice of lay-off unless terminated for cause.

## **COMPENSATION**

The rate of pay for a new apprentice who is not given credit for prior experience or training shall be established at 60% of the starting rate for journeyman in that skilled trade. Succeeding rates for each additional 2000 hours of experience will be 70%, 80%, 85% and 90% of the journeyman's starting wage rate for a 5 year apprenticeship: 70%, 80% and 85% of the journeyman's starting rate otherwise.

The apprentice shall be paid his/her regular hourly rate for actual school attendance. If the apprentice is sent to a community college, trade school or other outside course for any period of time, and is entitled to any financial supplement from any source then the company will only be responsible for making up the difference in pay. The Company agrees to make up the difference in pay s/he would have received had s/he remained in the plant.

The Company agrees to upon successful completion of each term, reimburse the apprentices for books, registration fees and/or tuition required in connection with related training under the Apprenticeship Program.

An apprentice will be promoted to the start rate of his/her skilled trade effective the start of the pay period following their providing to the Company a copy of their certificate of qualification and license.

The Company will pay the graduated apprentice the difference between the rate they were paid and the start rate for the hours worked beyond the minimum for licensor provided the employee:

- a) passes the Apprenticeship Committee's evaluation: and,
- b) passes the certification exam on his/her first attempt.

Should the apprentice fail the first exam, the Apprenticeship Committee will convene to discuss with the apprentice the areas of weakness with the intent of assisting the apprentice.

## **APPRENTICESHIP AGREEMENT**

Every apprenticeship agreement entered into under the Apprenticeship Program as described herein shall contain a clause making the program part of the agreement with the same effect as if expressly written therein. For this reason, every applicant (and his parent or guardian if s/he is a minor) shall be given an opportunity to read the program before s/he signs his apprenticeship agreement.

The following shall receive copies of the apprenticeship agreement:

1. The Apprentice.
2. The Employer
3. The Joint Apprenticeship Committee
4. The Ministry of Colleges and Universities.
5. The Union.

On completion of the training the apprentice will request a certificate from the Ministry of Colleges and Universities signifying successful completion of the Apprenticeship Program.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% of time on course seniority.

November 22, 2001

## **LETTERS OF INTENT ADDENDUM**

- Union Business – KLECO
- Transfer of Hourly Employee to Salaried Staff
- Toolmakers Running Presses
- Press Pit Monitor
- Hourly Job Progression Agreement
- Tow-motor Training
- Paycheque Distribution
- Charging of Overtime
- Shipping/Receiving Employees Exercising their Seniority in Accordance with Article 14.6 (b) Layoff Displacement
- Tumbling Department – Call-in and Overtime Policy
- 80-Hour Plater Maintenance
- Rackers Requirement for Loop Rings – Plater # 1
- Factory Generals for 80-Hour Plater Maintenance

- Tool & Die Designer
- Diversity Awareness
- Guidelines for duties performed with Stackers
- Computer training of former press operators
- New Machinery

Details of the above Letters of Intent Addendum posted at bulletin boards