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EFF.	95	04	01
TERM.	98	03	31
No. OF EMPLOYEES	131		
NOMBRE D'EMPLOYÉS	AMH		

**COLLECTIVE LABOUR AGREEMENT**

entered into as of the 1st day of April, 1995

BETWEEN:

**STANDARD PRODUCTS (CANADA) LIMITED**

A company incorporated under the laws of the province of Ontario,

with Head Office at the City of Stratford,

hereinafter called the "COMPANY"

- and -

**UNITED STEELWORKERS OF AMERICA**

hereinafter called the "INTERNATIONAL UNION"

On Behalf of its

LOCAL 719

at Mitchell, Ontario

hereinafter called the "LOCAL".

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COLLECTIVE **LABOUR** AGREEMENT

entered into as of the 1st day of April, 1995

BETWEEN:

STANDARD PRODUCTS (**CANADA**) LIMITED

A company incorporated under the laws of the province of Ontario,

- with Head Office at the **City** of Stratford,

hereinafter called the "**COMPANY**"

- and -

UNITED STEELWORKERS **OF** AMERICA

affiliated with the **AFL-CIO** and the **CLC**,

hereinafter called the "**INTERNATIONAL UNION**"

On Behalf of **its**

**LOCAL 719**

at Mitchell, Ontario

hereinafter called the "**LOCAL**".

**ARTICLE I - PURPOSE**

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

1.02 Both the Company and the Union realize that human relations are not always perfect and each party pledges, therefore, that

So far as it is concerned there will be no undue criticism directly or indirectly towards either party.

- 1.03 Both parties agree as to their desire to work in harmonious relationship and undertake:
- (A) That there shall be no discrimination, interference, restraint, coercion, by or on behalf of the Company regarding any employee covered by this agreement because of membership in the Union.
  - (B) That the Union or its agents shall not, either by definite action or spoken word, intimidate any employee, nor shall they carry on any Union activities during the working hours (except as provided for in this agreement).

#### ARTICLE II - RECOGNITION

- 2.01 (A) The Company recognizes the International Union and its Local 719 as the bargaining agent for the bargaining unit composed of all employees of the company in its plant numbered 4 in Mitchell, Ontario, save and except the employees enumerated in 2.01 (B).
- (B) Foremen, foreladies, persons above the rank of foreman and forelady, timekeepers and time clerks, office and sales staff.
- 2.02 Whenever the word Union is used throughout this agreement, it shall mean, with respect to the bargaining unit at Plant 4, the International Union and its Local 719, and whenever the word employee or employees is used, it shall mean the employee or employees within this bargaining unit.
- (A) In the event of a transfer of a substantial part of the work from the plant mentioned in 2.01 (A), and the transfer will result in the lay-off of one or more employees, the Company shall notify the Union of the transfer as soon as it is practicable so to do. The Company shall, if the Union so requests, meet with the committees for the purpose of considering what, if anything, should be done in the circumstances to arrange for the employment of the employee or employees about to be laid off.
- 2.03 Any employee may take up any personal matter directly with the Company at any time.

2.04 It is the function of the foremen or assistant foremen to develop proper methods, perform experimental set up work and instruct operators as to the proper methods and quality required. It is agreed that foremen and assistant foremen or other excluded personnel will not perform operations regularly performed by employees in the bargaining unit except for brief periods as necessity requires as in emergencies or when required as employees are not immediately available.

**ARTICLE III - COMPANY RIGHTS  
COMPANY SECURITY**

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

- (A) Maintain order, discipline and efficiency.
- (B) Hire, discharge, transfer, promote, demote or discipline employees and determine qualifications needed for jobs, provided that a claim of unfair promotion, demotion, transfer, determination of qualifications or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with as hereinafter provided.
- (C) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number of plants, products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products and the control of the materials and parts to be incorporated in the products produced.
- (D) Establish occupational groups and to discontinue, restrict or expand the same.
- (E) To establish an incentive pay plan for jobs throughout its plants and by agreement between the parties hereto, to alter, modify, amend and discontinue the same from time to time.

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

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

If an employee has had a reprimand notation or a written warning placed on his/her record and if he/she has been continuously employed for twelve months or intermittently employed for the equivalent of twelve months, without having a further reprimand notation placed on his/her record, it is understood that said reprimand shall not be used against him/her.

3.04 It is recognized that the Company is interested in the health of the employees both from the standpoint of employee's personal safety and from the standpoint of efficiency. Therefore the Company will have the right to ask employees to take medical examinations from a Company doctor and may also ask a doctor or nurse to visit an employee's home during illness.

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

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

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

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

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

4.04 The Company agrees to deduct Union Dues and/or the equivalent of Union Dues according to the constitution of the URCLPWA, AFL-CIO, CLC from all employees in the bargaining unit beginning with the first month in which 32 hours of employment have been completed.

**DUES DEDUCTION AUTHORIZATION FORM**

Name : . . . . .  
(Please Print)

Clock Number: . , . . . . .

Deduction form for Union Dues: Authorization for deductions of Union Dues shall be signed in triplicate by all employees, referred to in Sections 4.01, 4.02 and 4.03, as a condition of continued employment with the Company.

This authorization shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

I hereby authorize and direct Standard Products (Canada) Limited, to deduct first months dues, regular dues and other dues in accordance with the constitution of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC, and remit such dues to the Treasurer of URCLPWA Local 719, not later than 10 days after such deductions are made from my pay.

SIGNED: . . . . .

ADDRESS: . . . . .

TELEPHONE: . . . . .

WITNESS: . . . . .

White Copy - Company; Yellow Copy - Union; Pink Copy - Employee

4.05 The Company shall forward the deductions as provided for in --this Article to the Local Union Treasurer not later than 10 days after such deductions are made, accompanied by the following information:

- (i) From whose pay deductions have been made and the amount.
- (ii) From whose pay no deductions have been made and the reasons why no deductions have been made.
- (iii) Those who have left the employ of the Company.
- (iv) A properly filled out check-off certification form supplied by the Union.
- (v) A properly filled out membership application card supplied by the Union.

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

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



- 4.08 The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees'. These notices will be posted on special bulletin boards.
- 4.09 The Company agrees that individual passes will be issued where necessary to permit Union Representatives to enter the plant after hours for the purpose of transacting business arising out of this Agreement.

#### ARTICLE V - NEGOTIATING COMMITTEE

- 5.01 The Company acknowledges the right of the Union to appoint or otherwise select for the bargaining unit, one Chief Steward and a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company. Only one Steward shall be appointed or selected for each zone or production area and the Company shall be notified forthwith of each appointment or selection.

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

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

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

(B) It is clearly understood that Stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees and that in accordance with this

- understanding, the Company will compensate such employees for all time spent during their normal shift hours on such work, Payment will be at base rate plus shift premium where applicable except that for employees working on incentive, payment will be at base rate x 1.2 plus shift premium where applicable.
- 5.04 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four employees for the bargaining unit and will recognize and deal with said committee with respect to any matter arising from time to time during the term of this Agreement. An international representative of the Union will participate in such negotiations if requested to do so by the Union. The said committee will cooperate with the Company in the administration of this Agreement.
- 5.05 Notwithstanding the provisions of section 5.04, the number of --employees on the negotiating committee shall be up to four employees from Local 719 for the purpose of negotiating with the Company with respect to proposed amendments to this Agreement, notice of which shall have been given pursuant to Article XIII.
- 5.06 The Company will pay the plant negotiating committee for all time spent at any meeting called by the Company at base rate plus shift premium where applicable except that for employees working on incentive, the payment will be at base rate x 1.2 plus shift premium where applicable.
- 5.07 For meetings called by the Company or by the Union for negotiating grievances and/or amendments to this agreement up to but not including arbitration and/or conciliation, the Company will pay each member of such committee or substitute or replacement of a committee member, who attends, for all hours while in attendance at the applicable rate. Payment for such time spent shall be at base rate plus shift premium where applicable, except that for employees working on incentive, payment will be base rate x 1.2 plus shift premium where applicable. Conciliation is defined as any meeting held with the Conciliator/Mediator in attendance.

**GRIEVANCE PROCEDURE**

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

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

STEP 2: The grievance shall be signed by the department steward, or a member of the negotiating committee. The employee, who shall be accompanied by the department steward or chief steward, or the Union, whichever is the griever, shall present the grievance to the plant superintendent or his/her representative. After any necessary discussion on a grievance submitted by 3:00 p.m. of any Thursday, the Company shall answer the grievance in writing and deliver a copy to the department steward by 3:00 p.m. the following Wednesday. Failing satisfactory settlement under Step 2, notice shall be given within three normal working days that the grievance is being taken to Step 3.

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

STEP 4: In the event that no accord is reached through the procedure herein provided, the parties shall endeavour to agree upon an arbitrator to whom the grievance or grievances shall be referred for settlement. If no arbitrator is agreed upon within 30 days, the provisions of the paragraph next following shall apply. If an arbitrator is agreed

upon, the costs and fees of the arbitrator shall be shared equally by the Union and the Company.

STEP 5: When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time appoint an arbitrator. Within five days thereafter the other party shall appoint an arbitrator. The two arbitrators so appointed shall confer promptly and if within five days they fail to settle the grievance, they shall attempt to select by agreement a chairman of an arbitration board. If they are unable to agree upon such chairman within a further period of twenty-four hours, they may then request the Minister of Labour for the Province of Ontario to appoint an impartial chairman.

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

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

5.09 No grievance, after it has once been submitted to the negotiating committee for adjustment shall be settled except through the negotiating committee, or if otherwise, with the consent and approval of the committee. **The above can only be agreed to after membership approval has been given to the committee.**

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

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

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

- (D) The parties hereto shall pay for the time and expense of their appointed members to the board and shall share equally the expenses of the chairman of the board.
- 5.11 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.
- 5.12 Notwithstanding the provisions of Section 5.10 (C) it is understood that the Company may bring forward, at any meeting held with the negotiating committee, any complaint with respect to the conduct of the Union, or its members, and if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee. It is understood and agreed that this section applies to violations of contract.
- 5.13 Meetings of the negotiating committee with the Company may be mutually arranged when necessary.
- 5.14 (A) The Company agrees to hear, through the orderly procedure herein provided for the handling of grievance a case where an employee claims he/she has been unjustly discharged, suspended, laid off or recalled in violation of seniority rights, provided the employee files his/her grievance in writing within five normal working days from the date of discharge, suspension, lay-off or recall.
- (B) The Company further agrees that should it be decided by mutual conclusion or arbitration that the employee has been unjustly discharged or suspended or has not been laid off or recalled in accordance with his/her seniority rights as outlined in this Agreement, such employee shall be reinstated to full seniority rights and compensated for wages and benefits by any arrangement which is just and equitable in the opinion of the conferring parties or arbitration as the case may be.
- (C) When an employee has been dismissed without notice he/she shall **be informed by the Company that he/she has** the right to interview his/her steward in a suitable place for a reasonable period of time before leaving the plant premises.

- 5.15 There shall be no lockout, strike, sitdown, or slowdown nor stoppage of work either partial or complete over any matters during the term of this Agreement.

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

- 6.01 The normal work period shall be 40 normal hours per week consisting of 8 normal working hours per day upon each normal work day scheduled Monday through Friday inclusive.
- 6.02 (A) Notwithstanding the provisions of section 6.01, when it is necessary to schedule an operation or job to more than a one shift basis, employees assigned to such operation or jobs on the 11:00 p.m. to 7:00 a.m. shift may commence their normal work period at or prior to 11:00 p.m. Sunday.
- (B) It is understood that the starting time for shifts on certain operations must be flexible to meet customer and/or operating requirements. Prior to making any change the Company will meet with the Union to discuss the changes and inform the Union of any decision regarding changes in starting times of shifts.
- 6.03 (A) The base rate for the employees shall be as set out in Appendix B1, B2 and B3.
- (i) The base rate or
- (ii) The base rate plus that percentage of the base rate by which the employee's production on a full shift plus overtime exceeds the standard of production as predetermined by the Company.
- (iii) In the event of overtime, the employee shall be paid on the basis provided in the next preceding paragraph plus 50% of his/her base rate per hour overtime worked up to 4 hours of overtime worked on any day Monday through Friday and 8 hours overtime worked on Saturday and 100% of his/her base rate for all overtime hours worked over 4 hours on any day Monday through Friday and over 8 overtime hours worked on Saturday and all hours worked on Sunday or paid holidays.
- 6.04 Overtime payment for hours worked in addition to the normal eight hours per day and up to twelve hours on each day Monday

through Friday and up to eight hours on Saturday shall be paid at time and one-half of the base rate. Overtime payment for all hours worked over twelve hours on any day Monday through Friday and all hours of work over eight hours on Saturday and all hours worked on Sunday or holidays shall be paid at double time of the base rate.

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

6.05 (A) When deemed necessary by the Company, the employee shall be asked to work additional hours on normal work days and on Saturday and Sunday. The Company agrees to keep overtime at a minimum but when overtime is necessary it will be offered equitably amongst the employees usually doing the work. However, if not enough employees agree to work, the Company may order to do the work those employees with the least amount of overtime who normally do the work. Overtime procedures for Saturdays and Sundays shall be:

- 1) Overtime will be offered to employees usually doing the work, (with the least amount of overtime), on the shift that is required to work.
  - 2) Overtime will be offered to employees on other shifts usually doing the work, with the least amount of overtime.
  - 3) Overtime will be offered to any employee who can do the work, beginning with those on the shift required, with the least amount of overtime.
- (B) When production overtime work is needed for the day shift on Saturday or Sunday, the procedure for distribution will be as follows:

- 1) When 4, 5, or 6 hours are needed, day shift will be asked as per the Collective Labour Agreement.
  - 2) When 8 hours overtime is needed, the day shift will be asked for the first 4 hours and the second shift will be asked for the remaining 4. This will only be done however when the Company knows before the completion of the shift on Thursday that 8 hours is necessary. If because of unforeseen contingencies a shift needs to be elongated at the last minute, part 2 would not apply.
  - 3) The midnight shift will remain unaltered under this agreement and the Collective Labour Agreement.
  - 4) Part (2) would also not apply when more than 10 hours of overtime is needed on the Saturday.
  - 5) During a shift change, overtime on Saturday will be offered to the shifts from the previous week. Overtime on Sunday will be offered to the shifts from the following week.
  - 6) When working more than one (1) overtime shift on a Saturday or Sunday, persons will be required to work their own shift.
- 6.06 The Company does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.
- 6.07 No overtime will be paid to employees involved in a change of hours requested by an employee, unless the employee would have received overtime pay except for such a change.
- 6.08 When an employee is requested by the Company to change shifts other than on a weekend, he/she shall be paid at the rate of time and one-half for hours worked on the first shift to which he/she is transferred. This section shall not apply when the shift change is made under clause 10.07 (D) or when the change is made at the request of the employee(s).
- 6.09 The regular pay period shall be one week of seven days beginning with any shift starting at or after 11:00 pm on Friday.
- 6.10 A day shall consist of twenty-four hours and shall commence with the starting time of an employee's shift.



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

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

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

6.12 A five minute period shall be allowed the mechanical department employees (maintenance men, machinists, tool & die makers) and a three minute period to all other employees for machine clean up, putting away the Company's and their own tools and washup at the end of each shift.

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

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

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

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

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

**ARTICLE VII - PAID HOLIDAYS**

- 7.01 The following 12 holidays, namely New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, December 24th, Christmas Day, December 26th and December 31st, will be paid for, subject to the following sections of this article at 10 times the employee's base rate for employees on incentive and 8 times the base rate for employees on non-incentive.
- 7.02 The employee, in order to qualify for such holiday pay, must have completed 30 calendar days of employment with the Company and must work the normal scheduled shift immediately preceding and following the holiday, unless absent one of such shifts, but not both, with good reason acceptable to the Company. Good reason shall include lay-offs, approved leave of absence, union business etc.
- (A) An employee who does not qualify for holiday pay because he has not completed 30 calendar days of employment with the Company on the date the holiday is observed shall be entitled to pay for such holiday retroactively when he/she has completed 30 calendar days of employment, if he/she has fulfilled all other qualifying requirements of section 7.02.
- (B) If an employee is laid-off within 5 working days prior to observance of the holiday and remains laid-off following the observance of the holiday, but is recalled and reports within 5 working days following the holiday, the employee will be eligible for holiday pay.
- 7.03 When one of the holidays or the observance of a holiday occurs during the vacation period of an employee otherwise eligible for such holiday pay, he/she will be paid for the holiday in accordance with this article. Such holiday shall be observed either the day immediately following or preceding the employee's vacation period at the Company's discretion.
- 7.04 Holidays referred to herein occurring on a Saturday shall be observed on the previous Friday and holidays occurring on a Sunday shall be observed on the following Monday. When Canada Day occurs on a Tuesday or Wednesday, observance of the holiday will be the previous Monday, and when it occurs on a Thursday, observance will be the following Friday.
- 7.05 (A) For all hours worked between 7:00 am on the day of observance of the holiday until 7:00 am on the following

... day, payment shall be made at double the employee's base rate in addition to holiday pay, if qualified for as set out above.

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

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

**For each 400 consecutive working days, in conjunction with the second day off, a \$ 100 bonus will be paid to the employee.** ...

...  
Paid holidays, bereavement days, and Union business shall be counted as days worked. Four day, ten hour shifts shall be counted as five days worked.

**An employee accumulation of days shall not be interrupted by annual vacations or lay-offs.**

**ARTICLE VIII - SPECIAL WAGE POLICIES**

- 8.01 For factory injuries requiring first aid or outside medical attention, payment shall be allowed for the remainder of the normal shift hours during which the accident occurred or until the employee returns to work, whichever is the sooner, at the employee's base rate plus shift premium where applicable except that for employees working on incentive, payment will be at base rate x 1.2 plus shift premium where applicable. The above, with respect to medical attention, applies only when the employee agrees to be treated by a doctor immediately available in the municipality in which the plant is located.
- 8.02 (A) Inventory work shall be paid for at the base rate plus shift premium where applicable for employees so engaged except that for employees working on incentive, payment will be at base rate x 1.2 plus shift premium where applicable.
- (B) Experimental work shall be paid for at the base rate of non-incentive employees so engaged plus shift premium where applicable except that for employees working on incentive, payment will be at base rate x 1.2 plus shift premium where applicable.
- 8.03 For all work performed on scheduled second and third shifts between the hours of 3:00 pm and 7:00 am the Company will pay a night shift premium of 40 cents per hour.
- 8.04 Employee punching in late will be paid from the beginning of the next five hundredth hour period.
- 8.05 Employees reporting for work, who had no reason to believe work was not available, shall be provided with a minimum of four hours work or pay in lieu thereof at base rate plus shift premium where applicable except that for employees who work on incentive, payment will be at base rate x 1.2 plus shift premium where applicable. This payment will not apply in the case of major mechanical or electrical breakdown, fire, flood, labour dispute or other cause beyond the control of the Company. However, anytime work is not going to be available the company will make every reasonable effort to advise the employees.

8.06 An employee who is specially called in to work in any emergency at any time after the close of his/her shift, shall be through when this emergency is over, but shall nevertheless receive a minimum of four hours pay at base rate plus the applicable overtime rate plus shift premium where applicable, except that for an incentive employee, payment will be at the base rate plus the applicable overtime rate plus shift premium, plus 1.2 times the base rate when the opportunity to earn incentive is not present.

8.07 In the event of bereavement in the employee's family, which shall include father, mother, husband, wife, grandparents, son, daughter, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's parents, grandparents, common-law spouse, common-law spouse's parents, step-parents, and step-children which may necessitate an employee to be absent from his/her scheduled work within his/her normal work week, claim for payment for lost time on normal hours for three consecutive working days including the funeral day may be made to the Company after the occurrence and with a submission of proof. Payment for such time so lost shall be at the employee's base rate plus shift premium where applicable except that for an incentive employee payment will be at base rate  $\times$  1.2 plus shift premium where applicable. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days.

The above is intended to allow bereaved employees three normal working days off with pay, not including statutory holidays. An employee on a one week or more vacation leave would not be granted extra bereavement time with pay.

Unpaid compassionate leave (maximum one day) for an employee to attend the funeral of an aunt, uncle, niece, or nephew will be granted by the Company without affecting their consecutive working days for perfect attendance.

8.08 (A) The Company agrees to pay an employee who serves as a juror or a subpoenaed crown witness in a legally constituted court the difference between his/her earnings as a juror or subpoenaed crown witness and what he would have earned at base rate plus shift premium where applicable had he/she worked his/her normal scheduled shift. In the case of an incentive employee payment will be the difference between his/her earnings as a juror or subpoenaed crown witness and what he/she

would have earned at base rate x 1.2 per hour plus shift premium where applicable, had he/she worked his/her scheduled shift. In order to be eligible for payment, employees must notify their supervisors within twenty-four hours after receipt of notice of selection for jury duty or notice to appear as a crown witness and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

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

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

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

**8.10 Payment for members of the plant safety committee, as described in section 12.02 (A) and (B), shall be at base rate plus shift premium where applicable except that for incentive members payment shall be at base rate x 1.2 plus shift premium where applicable.**

8.11 A cost of living allowance will be continued during this Agreement in accordance with changes in the official Consumer's Price Index as published by Statistics, Canada (1986=100) and hereinafter referred to as the Consumer Price Index.

Added to the gross earnings will be a cost of living allowance on hours paid for and on the basis of a one (1) cent adjustment for each change of 0.1056 in the Consumer Price Index.

Adjustments will be made quarterly in each year of this Agreement in accordance with the following schedule. Calculations will be made in each January, April, July and October during this Agreement using the Consumer Price Index

in effect on April 1, 1995 as a base (February 1995 Index) to determine the amount of increase in cents.

- (A) The cost of living allowance will be adjusted up or down in accordance with the foregoing yearly schedules and in each case beginning with the first pay period in the month for which the adjustment is scheduled.
- (B) In no event will a decline in the Consumer Price Index justify a reduction to the employees base rates.

In the event the Bureau of Statistics shall not issue the appropriate index before the beginning of one of the pay periods referred to in the above schedules, any adjustments in the allowance required by such index shall be paid retroactively to the beginning of the appropriate pay period referred to in the above schedules as soon as the index for the period is received.

No adjustments retroactive or otherwise shall be made in the amount of the cost of living due to any revision which later may be made in the published figures for the index for any month on the basis of which the allowance shall have been determined.

Continuance of the cost of living allowance shall be contingent upon the availability of the index in its present form using 1986=100.

- 8.12 Working leaders shall be paid a differential of .35 cents over and above the highest rate paid any one over whom they are a leader and in the event they cease to be a working leader, they will be paid the rate of the job they are transferred to.

**ARTICLE IX - INCENTIVE PAY PLAN**

- 9.01 Pursuant and subject to the provisions of Section 3.01 (E) the Company has established the incentive pay plan described in Appendix "A" which is attached hereto and forms part of this Agreement.
- 9.02 For the employee's protection, established incentive standards will not be altered except because of a change in material, equipment, method of manufacture, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised.
- 9.03 If an established incentive standard is disputed by an employee working on it and it is altered as a result of the dispute, the established standard as altered shall be retroactive for all employees working on it to the date the established standard was established but in no case shall this period of time exceed forty-five calendar days.
- 9.04 An incentive standard shall be deemed to be installed when the current rate has been posted on a central bulletin board as a Code 2 standard for 24 normal working hours, listed in the appropriate routing books and the employee or employees immediately concerned are notified thereof.
- 9.05 Only employees in the bargaining unit who are working on incentive will be time studied for the purpose of establishing incentive standards.
- 9.06 Any incentive standard established by the Company pursuant to Section 3.01 (E) and Appendix "A" may be reviewed at any time at the request of the Union and at the review, the Union may have present, **the Union Time-Study person or one of its international time study experts.**

**ARTICLE X - SENIORITY**

- 10.01 An employee shall be considered to be on probation until he/she has completed 60 working days of continuous satisfactory service with the Company, but shall, on the completion of the said service be given seniority rights from the date of hiring. In the case of intermittent employment, his/her hiring date for seniority purposes shall be 60 days prior to the date of completion of 60 working days of satisfactory service.



- 10.02 Seniority shall be accumulated by the time worked in the employ of the Company, plus time lost not in excess of two years, due to each lay-off or each leave of absence, except that in no case shall an employee accumulate more seniority while on such lay-off or leave of absence, than an amount equivalent to the amount of seniority he/she had on the effective date of such lay-off or leave of absence.
- 10.03 Seniority lists, copies of which shall be lodged with the Union and posted on the plant bulletin board at least four times a year, shall be prepared and maintained by the Company as follows:
- (A) A master seniority list covering all employees who have served their probationary period as provided in section 10.01.
  - (B) A seniority list of each occupational group.
- 10.04 All seniority rights of an employee, who leaves the employ of the Company, shall cease where:
- (A) He/she voluntarily resigns.
  - (B) He/she has been discharged and such discharge is not reversed through the grievance procedure.
  - (C) He/she is absent for three consecutive working days for reasons other than illness or injury without having applied for and obtained a leave of absence for a definite period from the Company, unless there is a good reason, acceptable to the Company provided for such failure to meet this time limit.
  - (D) 1. He/she is absent for seven consecutive days due to illness or injury unless the Company is notified of such condition by the employee or his/her agent within the said seven days, provided, however, that such notification shall be deemed to have been given if the employee is incapacitated to the extent that he/she cannot notify the Company within the time and in the manner aforesaid.
  - (D) 2. He/she is absent due to illness or injury and has notified the Company or has been deemed to have notified the Company within the time and in the manner in the next preceding paragraph provided,

but fails to report for work when medically approved for return to work.

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

(F) He/she has been laid off for three years or over.

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

10.06 (A) An employee must work in a mechanical occupational group (Groups 13, 14, 17 and 20) for a trial period of up to 55 working days and in all other occupational groups for a trial period of up to 40 working days to acquire occupational group seniority. When his/her trial period is completed his/her name will be placed on the appropriate occupational group seniority list.

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

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

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

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

10.07 Seniority rights of employees shall be exercised upon a lay-off or recall as follows:

**PREAMBLE**

Prior to any lay-off or recall, the Company agrees to review with the local Union president and his/her designate the list of people to be laid off or recalled.

- (A) An employee working in an occupational group shall be entitled to seniority over an employee in that group having less seniority than his/her own.
- (B) An employee laid off from an occupational group shall be entitled to seniority rights by reference to the master seniority list among pool help if he/she is able to do the work required of him/her. The Company shall within 3 normal working days place such employee within another occupational group if he/she has seniority therein and if he/she is able to do the work required of him/her and lay-off an employee from such latter group who in turn may exercise his/her seniority rights, if any in the manner aforesaid.
- (C) On the lay-off of an employee working in the pool, seniority shall be exercised among pool help only by reference to the master list, provided the employee with greater seniority is able to do the work required of him/her. If such an employee is laid off from pool and if he/she has more seniority, according to the master seniority list than an employee working in an occupational group, he/she shall, within three normal working days, be placed in an occupational group, if he/she is able to do the work required of him/her without training and at the normal level of production which will satisfy the Company that he/she will be able to achieve the normal level of quality production in a reasonably short period of time, and the employee replaced in the occupational group may exercise his/her seniority rights, if any, as in this article provided. Employees having the same seniority dates will be laid of and recalled in clock number order.

- (D) An employee laid off while working on one shift shall not be entitled to exercise his/her seniority rights upon another shift until after the lapse of one working day, exclusive of the day of lay-off. The Company may, however, permit the exercise of the said rights after the lapse of one working day.
- (E) In the event of the breakage of tools or the happening of unforeseen contingencies, the Company may temporarily transfer an employee for the remainder of the shift to work other than his/her usual work and in such event seniority rights shall not be exercised by an employee.
- (F) An employee when transferred to an occupational group (not pool) shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary, provided however, that such employee shall not be considered to be serving a trial period after completing 40 working days (mechanical groups 55 working days) within such group. He/she shall for such trial period retain his/her seniority, if any, within the group from which he/she was transferred.
- (G) When an employee is laid off from an occupational group and does not have occupational group seniority in another occupational group he/she shall be entitled to seniority rights by reference to the master seniority list among pool help if he/she is able to do the work required of him/her. If such an employee is laid off from pool and if he/she has more seniority, according to the master seniority list than an employee working in an occupational group, he/she shall, within three normal working days, be placed in an occupational group, if he is able to do the work required of him/her without training and at the normal level of quality production, or at a level of production which will satisfy the Company that he/she will be able to achieve the normal level of quality production in a reasonably short period of time, and the employee replaced in the occupational group may exercise his/her seniority rights, if any, as in this article provided.
- (H) It is understood and agreed by the parties that in the case of a one (1) day layoff, employees will not be allowed under any circumstances, to exercise any seniority rights other than **in the department or group** in which the employee is working.

10.08 (A) Permanent job openings in the bargaining unit, except in pool, shall be posted for the bargaining unit for (2) two normal working days. Said posting shall be made each time an opening occurs, except with respect to posting for openings in Group # 3 (pressing).

With respect to Group #3 postings, even although the notice will be taken down in two (2) normal working days, it will not be necessary to post if additional openings arise in Group #3 during the remainder of the one month period from the date of the posting.

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

GROUPS - 8, 13, 14, 17, 19, 21

will be posted with the understanding that master seniority may not apply to the said posting.

(ii) If when a posting for occupational group has gone up and the senior person on said posting has less seniority than a person on lay-off, the person or persons on lay-off must be given an opportunity to apply for said posting.

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

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

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

- (F) All applicants who apply for a job opening in accordance with the preceding subsection 10.08 (A) shall be notified in writing (without reason) of their selection or rejection.
- (G) Pool employees will be given an opportunity to indicate in writing, the pool areas in which they prefer to work and in the event of permanent openings in a pool area, the Company will take into consideration those preferences.

Preferences must be re-submitted in writing every six months if not honoured and also re-submitted in writing if honoured and the employee is subsequently laid off. These preferences will be honoured according to seniority. Exception: In case of involuntary transfer from a pool area, the affected employees shall be returned by seniority, before the above applies, provided they have filled out a request for transfer on a form provided by the foreman within three (3) normal working days of the time of involuntary transfer.

In case of temporary openings in a pool area, pool employees will be moved by reverse seniority from one pool area to another pool area and returned by seniority where it is practical to do so without interrupting production. This paragraph shall apply separately to light pool and heavy pool.

A list of the different pool areas, naming the different operations in each area, shall be posted on the bulletin board at all times and a copy issued to the Union.

Employees in Plant 4 when submitting a preference shall also state whether the preferred area is in heavy or light pool and the Company will continue to honour them by seniority.

The Union will be informed of any revision of a pool area 24 normal working hours before the revision goes into operation.

10.09 Seniority shall be the first consideration in cases of promotions, demotions, upgrading or transfers for employees,

providing such an employee has the necessary qualifications and ability to satisfactorily perform the job.

- 10.10 (A) When, because of a leave of absence, vacation period, or period on workers compensation of 10 normal working days or longer, it is necessary to temporarily fill an opening in an occupational group with other than employees with seniority in the occupational group, a notice similar to a permanent job opening notice shall be posted for (2) two normal working days.
- (B) This notice shall state that the opening is a temporary opening.
- (C) The Company will select the applicant for this temporary opening in the same manner as a selection would be made under Section 10.08 (B) permanent job opening, but an applicant working in another occupational group will not be considered if his/her transfer to this group creates an occupational group opening that must be filled. However if there is evidence satisfactory to the Company that the temporary opening will be 4 months or more, an applicant in another occupational group may apply.
- (D) The successful applicant will not accumulate working days toward seniority within the occupational group while working within the group on a temporary basis, but his/her working days will be recorded and if he/she puts in the 40 working days required for a non-mechanical group or the 55 working days required for a mechanical group he/she will receive the top rate of pay of the group.
- (E) When the employee whose leave of absence created the temporary job opening returns to work, the employee who filled the opening will be transferred back into the type of work he/she was performing before the transfer in accordance with his/her seniority rights.
- (F) The days he/she worked in the occupational group on a temporary basis will be recorded for future reference.
- (G) If the temporary occupational group opening becomes a permanent job opening, it shall be posted as required under Section 10.08 (A), and selection for the job will be made in accordance with Section 10.08 (B). Any days worked by an applicant in the posted group when it was a

temporary opening shall not be considered over and above the seniority rights of another applicant.

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

(I) An employee placed in an occupational group opening under a temporary job opening, must fulfil the duties of the job to the Company's satisfaction, or he/she will be removed from the job and the job will be filled by the selection process provided for in this section.

10.11 Employees excluded by Section 2.01 who previously were employed in employment covered by Section 2.01 and who have been continuously employed by the Company, may be transferred back into employment covered by this Agreement, provided that --the transfer is to a vacancy existing at the time. These employees shall, after completion of the probationary period, be placed on the master seniority list with seniority ratings based on their original date of hire into employment covered by this Agreement.

10.12 Following lay-off, employees shall be recalled in accordance with their seniority rights as provided in this Article.

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

#### LEAVE OF ABSENCE

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

(A) The Company may require the pregnant employee to commence her leave of absence prior to the commencement of the eleven week period if in the opinion of the Company she cannot reasonably perform her duties, or the employee herself may, if she has seniority at the time, commence her leave of absence prior to the commencement of the



eleven week period but not earlier than the fourth month of pregnancy.

(B) The Company will grant the pregnant employee six weeks leave of absence following delivery, or such shorter period as in the written opinion of a qualified medical practitioner is considered sufficient, or such longer period not to exceed six months, as in the written opinion of a qualified medical practitioner is considered necessary.

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

10.16 The Company agrees to grant leave of absence whenever possible, to Union members required to represent the Union at meetings or conventions.

10.17 Any member of the Union appointed to a position with the United Steelworkers of America, or to the Canadian Labour Congress or the Ontario Federation of Labour, shall be granted a leave of absence on a year to year basis.

An employee may apply for and be granted a leave of absence from work for a short duration for the Union, its affiliates or to participate in municipal council business as an elected official.

These leaves shall be in writing and seniority shall be accumulated as provided in Section 10.02.

10.18 The Company may grant leave of absence requested in writing by an employee for other than illness or injury. This leave shall be in writing and seniority shall be accumulated as provided for in Section 10.02. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements.

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

- 10.20 An employee who returns from a leave of absence shall be placed on a job in accordance with his/her seniority and this Agreement.
- 10.21 In the event of an employee suffering a major disability exception may be made to the seniority provisions of this Agreement in favour of such employee, but in the event of a lay-off or recall after a lay-off, he/she shall be subject to the seniority provisions of this Agreement which would have applied had he/she not been disabled. Following recall after a lay-off, exception may again be made to the seniority provisions of this Agreement in favour of such employee. However, in no case will the returning employee displace an employee out of an occupational group who has more occupational seniority in that group than has the returning employee.
- 10.22 An employee may request and the Company may grant a leave of absence with full accumulation of seniority for an extended vacation trip. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements pertaining to the vacation trip.

#### ARTICLE XI - VACATIONS

- 11.01 Employees with thirty years or more of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of 11.5% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth, fourth and third week may not necessarily be given consecutively with any other regular vacation period.
- 11.02 Employees with twenty-four years or more of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of 11% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth, fourth and third week may not necessarily be given consecutively with any other regular vacation period.
- 11.03 Employees with twenty years or more but less than twenty-four years of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of 10% of their gross earnings (including taxable

benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the fifth, fourth, and third week may not necessarily be given consecutively with any other regular vacation period.

- 11.04 Employees with fifteen or more but less than twenty years of Company service credit as of June 30th in the current year will receive four weeks vacation with vacation pay of 9% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third and fourth week may not necessarily be given consecutively with any other regular vacation period.
- 11.05 Employees with ten years or more but less than fifteen years of Company service credit as of June 30th in the current year will receive three weeks vacation with vacation pay of 8% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third week may not necessarily be given consecutively with any other regular vacation period.
- 11.06 Employees with five years or more but less than ten years of Company service credit as of June 30th in the current year will receive three weeks vacation with vacation pay of 7% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third week may not necessarily be given consecutively with any other regular vacation period.
- 11.07 Employees with less than five years of Company service credit as of June 30th in the current year will receive two weeks vacation with vacation pay of 4% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year in compliance with the vacation with pay section of the Ontario Employment Standards Act.
- 11.08 A minimum vacation allowance of forty times base rate per eligible week for non-incentive employees and forty times base rate x 1.2 per eligible week for incentive employees with at least one year Company service credit shall be paid to all employees who were not working due to medically certified sickness or injury. This clause will not be applicable unless the employee has worked a minimum of three months in a twelve month period immediately preceding June 30th.

- 11.09 When an employee, with at least one year Company service credit has been absent for more than three months because of a compensable injury during a vacation year, and for that reason only his/her vacation pay calculated in accordance with the preceding section of the Article is reduced, the vacation pay to which he/she is entitled shall be increased, providing the employee has not violated Company safety rules and instructions when injured. The employee's vacation pay shall be increased so as to reflect no loss in vacation pay for any part of time lost over three months but not exceeding nine months in the calendar year. Payment shall be at base rate times forty hours per eligible week for a non-incentive employee and base rate x 1.2 times 40 hours per eligible week for an incentive employee.
- 11.10 When an employee's employment with the Company is terminated for any reason, he/she will be paid any accrued vacation pay in accordance with the vacation pay percentage of the Section 11.01 through 11.06 he/she is classified in because of his/her service credit at the time of his/her termination.
- 11.11 The dates of vacation will be determined by the Company but the Union and the Company will meet before the 10th day of May in each year in an endeavour to determine dates for vacation.
- 11.12 Employees will be able to take vacation entitlement any time prior to February 28 of the following year. Payment for vacation will be made when the employee actually takes the time off, if the employee chooses to draw it, or in July if no request is made to defer it. Employees in order to be paid for their vacation entitlement on time must submit a vacation entitlement form to Human Resources at least two weeks ahead of time, or prior to June 1st of the year of vacation.

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

Any unused vacation pay to be paid the last day prior to Christmas. First vacation day (if only one day taken) to be given one weeks pay if the employee chooses to draw it. Then, when more days taken, no more pay until one week of time is taken.

Senior employees will be entitled to **book** their first two **weeks** of vacation entitlement by seniority if submitted for approval by the Company no later than April 30th. Following this date, vacation entitlement will be approved on a first come, first serve basis. Exceptions to this clause may be

**granted in the cases of extenuating circumstances where employees may need approval prior to April 30th.**

## ARTICLE XII - MISCELLANEOUS

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

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

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

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

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

(B) The president of Local 719 shall be retained on the day shift.

12.04 In accordance with the Ontario Labour Relations Act, the Welfare Benefit Plan, Retirement Benefit Plan, Appendices A, B1, B2, B3, and D shall form part of the Collective Labour Agreement.



ARTICLE XIII - AGREEMENT AND DURATION

- 13.01 When this Agreement has been executed by the International Union and Bargaining Agents as mentioned in Section 2.01 (A) and ratified by the Local, it shall constitute the entire agreement between the Company and the International Union and the Bargaining Agents, save and except any existing separate agreements between the Company and the Union or said Local or either of them covering welfare and pension benefit plans.
- 13.02 Amendments to this Agreement may be made in writing by mutual consent of both parties.
- 13.03 This Agreement shall be in effect until the 31st day of March, 1998 and shall continue from year to year thereafter unless either party gives notice in writing to the other party within a period of ninety (90) days before the expiry date of its desire to amend this agreement.

Signed this 19<sup>th</sup> day of September, 1995.

For the Company

Howard Kullum  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For the United Steelworkers of America

Jim Hanvey  
 \_\_\_\_\_

On behalf of its Local 719:

Gary Bernard  
Janet Wier  
Debra Gibson  
Shirley Kulla

ARTICLE XIV - SKILLED TRADES

14.01 Skilled Trades Classifications shall be as listed below:

- Group # **13** Machinist
- Group # 14 Maintenance
- Group # **17** Tool & Die Maker
- Group # 27 Machinist Apprentice
- Group # 30 Certified Maintenance Electrician
- Group # 32 Certified Industrial Millwright
- Group # **33** Industrial Millwright Apprentice
- Group # 34 Maintenance Helper

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

--Skilled Trades Groups are exempt from new hire progression rates.

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

MILLWRIGHT AND MACHINIST APPRENTICE

YEAR 1

- End of 4th year \$ **17.17** (95%)
- End of 3rd year \$ 16.26 (90%)
- End of 2nd year \$ **15.36** (85%)
- End of 1st year \$ 14.46 (80%)
- 1st year \$ **13.55** (75%)

YEAR 2

- End of 4th year \$ **17.36** (95%)
- End of 3rd year \$ 16.44 (90%)
- End of 2nd year \$ **15.53** (85%)
- End of 1st year \$ 14.62 (80%)
- 1st year \$ 13.70 (75%)

YEAR 3

- End of 4th year \$ **17.55** (95%)
- End of 3rd year \$ **16.62** (90%)
- End of 2nd year \$ **15.70** (85%)
- End of 1st year \$ **14.78** (80%)
- 1st year \$ **13.85** (75%)



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

- (B) Maintenance Helper will earn a base rate equivalent with the first year millwright apprentice base rate. A sixty (60) day probationary period will be in place and the rate will be ten (10) cents less than a first year millwright apprentice during this period. There will only be as many helpers as millwright apprentices in permanent positions.
- (C) It is the intent of this clause that Helpers will be selected to apprentice openings by seniority. Current Maintenance employees (Group 14) will have first opportunity to enroll in Apprenticeship openings or they may remain in Group 14.
- (D) In order to be selected for a Maintenance Helper position, the applicant must successfully pass a practical and written test.

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

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

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

The same concept would apply to overtime allocation.

14.05 When skilled trades personnel are deemed by the Company to require training, this training will be paid for by the Company.

**APPENDIX "A"**  
**INCENTIVE PLAN**

1. TYPE OF PLAN

This incentive pay plan is designed, but not guaranteed, to provide the average qualified employee working on a time studied direct labour production job operating under standard conditions the opportunity to earn approximately 20% over the base rate for the job by applying reasonable proportionate effort, attention and care to the job. It is understood that since there is no such thing as an average employee, some employees may earn in excess of 20% while others may earn less than 20%. The incentive pay plan is known as a "100%" or "standard hour plan". For each 1% increase in production over standard the employee receives a 1% increase over the base rate. There is no ceiling on earnings.

2. INCENTIVE STANDARD

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

For example, if the standard is 100 pieces per hour, i.e. 10.0 standard hours per thousand pieces, the average qualified employee, by applying reasonable proportionate extra effort, attention, and care to the job should, working as provided in paragraph 1, turn out 960 pieces in an 8 hour shift. He/she will then have earned 9.6 standard hours.

960 x 10 standard hours = 9.6 hrs.  
1000 pieces  
or  
Rate 600 min. M earned 576 min.  
Base Rate \$1.60 hr. Worked 480 min.  
Earned Rate \$1.92 hr. Bonus 96 min. or 20%

If the base rate on the job is \$1.60 per hour, his/her earnings for the shift will be \$15.36 (\$1.60 x 9.60 standard hours), \$2.56 more than he/she could have earned at the base rate.

### 3. **RASE RATE GUARANTEED**

In all cases the employee's earnings are at least the number of hours worked times the base rate of the job.

For example, if the standard is 10 standard hours per 1000 pieces and the employee turns out 700 pieces in an 8 hour shift, he/she has earned only 7 standard hours.

700 x 10 standard hours = 7 hours  
1000 pieces

or

Base Rate \$1.60 hr. worked 480 min.

Rate Paid \$1.60 hr. minus 60 min. or 12-1/2%

In such case, if the base rate of the job is \$1.60 per hour, his/her earnings for the shift are \$12.80 (1.60 x 8 hours), not \$11.20 (1.60 x 7 standard hours).

### 4. **INCENTIVE EARNINGS PAID BY THE JOB**

If an employee works on two incentive jobs which are operating properly for four hours each on one shift at a base rate of \$1.60 per hour and produces 5 standard hours on the first job and 4.6 standard hours on the second job, he/she earns 9.6 standard hours for the shift. His/her earnings for the shift will be \$15.36 (\$1.60 x 9.6 standard hours).

If in the second job he/she earns only 3.5 standard hours, he/she is paid 9 standard hours for the shift. His earnings for the shift are then \$14.40 (1.60 x 9 standard hours).

### 5. **PAYMENT WHEN NOT ON INCENTIVE**

#### (A) **JOB NOT COVERED BY INCENTIVE**

When an employee works on a job which is not covered by an incentive standard he/she is paid the base rate of the job.

Assume an employee works on two jobs, four hours each at a base rate of \$1.60 per hour. The first job is on incentive and the employee produced 4.8 standard hours, while the second job is not on incentive. His/her earnings for the day are \$14.08 (\$1.60 x 4.8 standard hours plus \$1.60 x 4 hours).

**(B) DOWNTIME**

Downtime is when the employee is unable to produce at all because of lack of material, machine breakdown, waiting for set-up etc. in such cases, the operator shall ring out and contact his/her foreman who will authorize the applicable downtime when the job is restarted or the operator is reassigned if such downtime is six (6) minutes or more. Downtime is paid at the base rate of the job.

Assume an employee works on a job 7.5 hours producing 9 standard hours and then encounters .5 hour of downtime because the job was "out of stock". If the base rate \$1.60, his/her earnings for the day will be \$15.20 ( $\$1.60 \times 9$  standard hours plus  $\$1.60 \times .5$  hours).

**(C) .NON-STANDARD**

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

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

For example, suppose the employee works 5 hours on incentive at \$1.60 base rate, producing 6 standard hours, and then has trouble for 3 hours. The foreman and time study man authorize the 3 hours on non-standard, His/her earnings for the shift will be \$14.40 ( $\$1.60 \times 6$  standard hours plus  $\$1.60 \times 3$  hours).

**6. DEVELOPMENT OF INCENTIVE STANDARD****(A) STANDARD TIME**

The standard time per piece produced is the length of time required by an average qualified operator working at normal pace and under standard conditions to produce one piece. This time is determined by stop-watch time study observation or standard data derived from time study in the plant.

The definition of normal pace is: walking 3 miles per hour over smooth level ground without load.

**(B) ALLOWANCE FOR MISCELLANEOUS WORK AND SHORT UNAVOIDABLE DELAYS**

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

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

**(C) ALLOWANCE FOR FATIGUE**

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

**(D) ALLOWANCE FOR PERSONAL NEEDS**

An allowance of 5% is included in the standard for personal needs and 1.25% allowance for end of shift workplace clean-up.

**(E) MACHINE OPPORTUNITY ALLOWANCE**

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

**(F) SCRAP ALLOWANCE**

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

The operator turns in his/her production separately - good pieces and scrap pieces.

**7. INSTALLATION OF STANDARDS**

The Company will establish incentive standards when and where it considers it practical and economical so to do. Employees being

time studied will be told why the study is being made. The result of the incentive standard will be given to the employees involved. Incentive pay on the incentive standards starts on the date the standard is installed. All current rates will be listed in routing books and made available to employees upon request.

#### **8. CHANGE IN STANDARDS**

Established incentive standards will not be altered except because of a change in material, equipment, method of manufacturing, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised. During the recent negotiations, the following assurances were made:

- (1) No incentive standard is altered merely because a part number is changed.
- (2) No incentive standard is altered merely because additional or extra effort results in high earnings.

#### **9. SUBSTITUTE AND ADDED OPERATIONS**

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

#### **10. TEMPORARY INCENTIVE STANDARDS**

Temporary incentive standards in accordance with paragraph 1 may be installed when it is impracticable to use established standards because of job conditions varying due to equipment, material, process or method employed.

Temporary incentive standards are applicable to those jobs that would eventually have established standards and are applicable for a time not exceeding 30 days of job operation or 6 months of elapsed time.

Temporary incentive standards will be listed in the routing books and marked as temporary.

11. The within described plan shall be subject to the grievance procedure.
12. In establishing an incentive standard for a group, the Company will install a group incentive standard based on the controlling or limited operation.

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

Revisions of incentive group standards may be made from time to time pursuant to paragraph 8. Such revised standard shall be based on whichever operation, following the revision, controls or limits production.

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

Code 1 - Estimated Standard - No incentive pay  
 Code 2 - Permanent Standard - Incentive pay  
 Code 3 - Temporary Standard - Incentive pay (see section 10)  
 Code 4 - Non-Standard Condition - Incentive pay on deviation where applicable.

14. All incentive to be calculated on labour rates existing in previous Collective Labour Agreement as follows:

Group 1 Pool Light	9.34
2 Pool Heavy	9.56
3 Pressing	9.89
4 Injection: Pressing	9.89
18 General Relief Operator	Base Rate +.10



**APPENDIX "B1"**  
**LABOUR RATES BY OCCUPATIONAL GROUPS**  
**EFFECTIVE - APRIL 1, 1995**  
**INCENTIVE DIRECT GROUPS**

Group		Rate
1	Pool Light	12.61
2	Pool Heavy (Wheelabrater + .10)	12.83
3	Pressing	13.16
4	Injection: Pressing	13.16
18	General Relief Operator	Base Rate + .10
25	Chrysler Left Hand Assembly	12.93
28	Chrysler ZJ/T300	12.71
29	Body Cushion Assembly	12.71
<b>Group</b>	<b>DIRECT NON-INCENTIVE LABOUR</b>	<b>Start Grp. Sen.</b>
11	Tumbler Operator	14.86 15.06
26	Repairs and Rework	14.68
31	Injection Detail Molding	14.78 14.93
<b>Group</b>	<b>INDIRECT LABOUR</b>	<b>Start Grp. Sen.</b>
7	Set-Up, Material Handling, General Relief Pressing and Injection Pressing	14.86 15.06
8	Inspector Quality Control	14.94 15.14
9	Receiving, Shipping, Stock Handling	14.93 15.13
10	Material Handlers, Checkers, Towmotor Operator	14.71 14.86
13	Machinists	15.39 15.99
14	Maintenance	15.24 15.69
16	Material Handlers, Checkers, Janitorial	14.71 14.86
17	Tool and Die Maker	15.87 16.37
19	Quality Control Inspector & Technician	15.32 15.52
20	Leader Maintenance	15.59 16.04
21	Working Leader - Groups 8 & 19	15.67 15.87
22	Mold Cleaning	14.66 14.86
24	Set-Up, Material Handling, General Relief Insert Prep	14.86 15.06
27	Machinist Apprentice (see Skilled Trades)	15.99
30	Certified Maintenance Electrician	17.97 18.57
32	Certified Industrial Millwright	17.62 18.07
33	Industrial Millwright Apprentice (See Skilled Trades)	18.07
34	Maintenance Helper	13.25 13.40
35	Certified Machinist	17.62 18.07

Premiums for afternoon shift and midnight shift - .40

Above rates subject to new hire progression rates to start at 80% of the base rate for the first 12 months, 85% for the next 9 months, 90% for the next 6 months, and 95% for the next 3 months. This is to exclude Skilled Trades.

## APPENDIX B2

Year No. 2

## LABOUR RATES BY OCCUPATIONAL GROUPS

EFFECTIVE - APRIL 1, 1996

GROUP	INCENTIVE DIRECT GROUPS		RATE
1	Pool Light		12.81
2	Pool Heavy (Wheelabrator + >10)		13.03
3	Pressing		13.36
4	Injection: Pressing		13.36
18	General Relief Operator	Base Rate + .10	
25	Chrysler Left Hand Assembly		13.13
28	Chrysler ZJ/T300 Assembly		12.91
29	Body Cushion Assembly		12.91
GROUP	DIRECT NON-INCENTIVE LABOUR	START	GRP.
		SEN.	
11	Tumbler Operator	15.06	15.26
26	Repairs & Rework	14.88	
31	Injection Detail Molding	14.98	15.13
GROUP	INDIRECT LABOUR	START	GRP.
		SEN.	
7	Set-Up, Material Handling, General Relief- Pressing and Injection Pressing	15.06	15.26
8	Inspector Quality Control	15.14	15.34
9	Receiving, Shipping, Stock Handlers	15.13	15.33
10	Material Handlers, Checkers, Towmotor Operator	14.91	15.06
13	Machinists	15.59	16.19
14	Maintenance	15.44	15.89
16	Material Handlers, Checkers - Janitorial	14.91	15.06
17	Tool & Die Maker	16.07	16.57
19	Quality Control Inspector & Technician	15.52	15.72
20	Leader Maintenance	15.79	16.24
21	Working Leader - Groups 8 & 19	15.87	16.07
22	Mold Cleaning	14.86	15.06
24	Set-Up, Material Handling, General Relief - Insert Prep	15.06	15.26
27	Machinist Apprentice (see Skilled Trades)		16.19
30	Certified Maintenance Electrician	18.17	18.77
32	Certified Industrial Millwright	17.82	18.27
33	Industrial Millwright Apprentice (See Skilled Trades)		18.27
34	Maintenance Helper	13.45	13.60
35	Certified Machinist	17.82	18.27

Premiums for afternoon shift and midnight shift - .40

Above labour rates subject to new hire progression rates to start at 80% of base rate for the first 12 months, 85% for the next 9 months, 90% for the next 6 months, and 95% for the next 3 months. This is to exclude Skilled Trades.

**APPENDIX B3**  
**Year No. 3**  
**LABOUR RATES BY OCCUPATIONAL GROUPS**  
**EFFECTIVE - APRIL 1, 1997**

GROUP	INCENTIVE DIRECT GROUPS		RATE
1	Pool Light		13.01
2	Pool Heavy (Wheelabrator + .10)		13.23
3	Pressing		13.56
4	Injection: Pressing		13.56
18	General Relief Operator	Base Rate + .10	
25	Chrysler Left Hand Assembly		13.33
28	Chrysler ZJ/T300 Assembly		13.11
29	Body-Cushion Assembly		13.11
GROUP	DIRECT NON-INCENTIVE	START	GRP. SEN.
11	Tumbler Operator	15.26	15.46
26	Repairs & Rework	15.08	
31	Injection Detail Molding	15.18	15.33
GROUP	INDIRECT LABOUR	START	GRP. SEN.
7	Set-Up, Material Handling, General Relief- Pressing and Injection Pressing	15.26	15.46
8	Inspector Quality Control	15.34	15.54
9	Receiving, Shipping, Stock Handling	15.33	15.53
10	Material Handlers, Checkers, Towmotor Operators	15.11	15.26
13	Machinists	15.79	16.39
14	Maintenance	15.64	16.09
16	Material Handlers, Checkers - Janitorial	15.11	15.26
17	Tool & Die Maker	16.27	16.77
19	Quality Control Inspector & Technician	15.72	15.92
20	Leader Maintenance	15.99	16.44
21	Working Leader - Groups 8 & 19	16.07	16.27
22	Mold Cleaning	15.06	15.26
24	Set-Up, Material Handling, General Relief - Insert Prep	15.26	15.46
27	Machinist Apprentice (See Skilled Trades)		16.39
30	Certified Maintenance Electrician	18.37	18.97
32	Certified Industrial Millwright	18.02	18.47
33	Industrial Millwright Apprentice (See Skilled Trades)		18.47
34	Maintenance Helper	13.65	13.80
35	Certified Machinist	18.02	18.47

Premiums for afternoon shift and midnight shift - .40

Above labour rates subject to new hire progression rates to start at 80% of the base rate for the first 12 months, 85% for the next 9 months, 90% for the next 6 months, and 95% for the next 3 months.

**This is to exclude Skilled Trades.**

APPENDIX "D"  
LETTER OF UNDERSTANDING

## LETTER 1

With regards to Article 8.02 of the Collective Labour Agreement, it is agreed by the parties that for a trial period of one year, when inventory is to be performed in the facility, a voluntary inventory list will be posted on the bulletin board. Those employees on all shifts wishing to work the inventory will sign this voluntary inventory List and will be selected in order of master seniority. If the required number of employees is not met through this method, the work will be assigned by reverse master seniority on the shift required. If an employee from a shift other than the shift required for inventory signs up and works the inventory, there will be no shift-change premium paid. For employees taking the day off out-of seniority, attendance will be classified as a management permitted leave.

LETTER 2  
PLANT CLOSURE

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

- 1) The Company will notify the Local and International Union where possible, **six** (6) months, but at least two (2) months prior to cessation of operation.
- 2) The parties will meet to discuss ways of attempting to avert the closure.
- 3) If attempts to avert the plant closure are not successful, the Company and the Union representatives will meet to discuss the manner in which the closure is carried out.
- 4) Benefit coverage for medical/dental and life insurance shall be provided to employees whose employment is terminated by the Company as a result of the plant closure in accordance with a negotiated formula agreed between the parties.
- 5) If an employee is displaced because of closure and receives a lower pay rate, severance pay will be calculated on the higher rate,

- 6) Employees will be allowed vacation pay in lieu of time off for vacation.
- 7) Where practical, and with appropriate qualifications, bargaining unit members will be used to dismantle and remove equipment and/or for other services.
- 8) If an employee finds employment after the plant closure announcement but prior to date of closure and he/she gives the Company two weeks notice in writing, he/she shall be entitled to severance pay no less than in accordance with the Employment Standards Act of Ontario.
- 9) The Company will establish a procedure for processing of Health and Welfare claims, etc., for terminated employees.
- 10) The Company will provide job search and social counselling to affected employees under the auspices of a Provincial and/or Federal Industrial Adjustment Committee.
- 11) The Company is committed to working closely with the Union to implement this committee. The chairperson will be selected by the committee, subject to the approval of the Industrial Adjustment Service. The Committee shall consist of up to three representatives from the Company and a minimum of three representatives from the Union, to be chosen by each respectively.

The terms agreed to in this letter of understanding concerning the plant closure are in addition to any benefits or rights which may flow from the existing Collective Labour Agreement between the parties or from any applicable Provincial Legislation. The signing of this letter of understanding in no way affects the interpretation by either party of the applicable legislation as it pertains to plant closure.

LETTER 3  
RE: TIME AND MOTION STUDY

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

While involved in the resolution of the new or revised standards, the Union Time Study Person will be paid their regular wage, or in the **case** of an incentive **worker**, their base rate **x 1.2**.

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

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

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

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

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

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

LETTER 5  
REMEMBRANCE DAY

As agreed during the negotiation process, in the case of the Remembrance Day holiday, for a trial period of three years, employees will be allowed to substitute a 'floater' day to be taken in place of Remembrance Day at any time during that year, with prior approval from the Company. The employee would be required to give two week's notice when they make their request.

Other than employees taking advantage of the above-mentioned paragraph, the Remembrance Day holiday will remain unchanged.

LETTER 6  
B.E.S.T. PROGRAM

The Company agrees to continue to work co-operatively with the Union in the implementation of the B.E.S.T. Program.

WELFARE BENEFIT PLAN

ENTERED INTO THIS 1<sup>ST</sup> DAY OF APRIL 1995

**BETWEEN :**

STANDARD PRODUCTS (CANADA) LIMITED

A COMPANY INCORPORATED UNDER THE LAWS OF THE PROVINCE OF ONTARIO

WITH HEAD OFFICE AT THE CITY OF STRATFORD,

HEREINAFTER CALLED THE "COMPANY"

- and -

THE UNITED STEELWORKERS OF AMERICA,

AFFILIATED WITH THE AFL-CIO AND THE CLC,

HEREINAFTER CALLED THE "INTERNATIONAL UNION"

ON BEHALF OF ITS

LOCAL 719

OF MITCHELL, ONTARIO

HEREINAFTER CALLED THE "LOCAL"



**ARTICLE 1 - HOSPITAL AND MEDICAL****1.01 OHIP**

The Company will pay the premium for the Ontario Health Insurance Plan (OHIP) coverage beginning with the first billing date following completion of their probationary period for all employees and their dependents.

**1.02 EXTENDED HEALTH BENEFITS**

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

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

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

1. Drugs, serums, injectibles, vaccines, oral contraceptives and insulin requiring the prescription of a medical physician or dentist, except, for vitamins or vitamin preparations (unless injected) and patent or propriety medicines purchased from a registered pharmacist or physician.
  - (A) The employee will be required to pay the first 1 (one) dollar per each prescription for drug charges.
  - (B) The Company will provide that the insurance carrier will pay the druggist direct where possible.
2. Private duty nursing (RN) or licensed practical nursing in the home or hospital subject to a maximum of **five thousand, five hundred dollars (\$5,500)** in a three (3) consecutive year period.
3. Registered or licensed physiotherapist, including diagnostic.
4. Laboratory testing and x-rays.

5. Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes.
6. Specialized treatments such as radium, deep x-ray and radioisotopes, oxygen, plasma or blood transfusion, surgical dressing and bandages.
7. Ambulance service to the nearest hospital.
8. Registered clinical psychologist in the amount of fifty percent (50%) for such services, to a maximum of two hundred and fifty dollars (\$250) in a twelve (12) consecutive month period per calendar year for each of such services.
9. Registered masseurs, osteopaths, naturopaths, podiatrists and chiropractors to a maximum of three hundred dollars (\$300) in a twelve (12) consecutive month period per calendar year for each of such services. X-ray examinations are limited to one (1) per year for each service.
10. Qualified speech therapist to a maximum of three hundred **dollars** (\$300) during any period of twelve (12) consecutive months per calendar year. Such coverage must be certified as necessary by a medical physician or dentist.
11. Medical fees where legal while travelling or residing outside Ontario when such fees are in excess of the Ontario Medical Association schedule of fees and are not greater than the amount that would be paid in Ontario if it were legal to provide such benefits in Ontario.
12. Hearing aids to a maximum of six hundred (\$600) once in a 2 year period.
13. Eye glasses to a maximum of (during year 1, **\$180.00**; during year 2, **\$185.00**; and during year 3, \$195.00) in any period of twenty-four months with a written prescription from a medical physician or optometrist. This provision includes contact lenses, medically necessary to a maximum of (**two hundred and sixty-five** (\$265.00) during year 1, **two hundred and seventy** (\$270.00) during year 2, and **two hundred and seventy-five** (\$275.00) during year 3) in any period of twenty-four (24) months. There is no provision to cover sun or safety glasses.
14. Dental surgeon, including dental prosthesis, required for a treatment of a fractured jaw or accidental injuries (caused by external and violent means) to natural teeth provided treatment takes place within six (6) months of the accident.

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

### 1.03 DENTAL EXPENSE BENEFIT

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

1. Maximum benefits - The maximum benefit amount payable for basic and major services combined is \$1500 per calendar year and \$1500 for a lifetime for orthodontic services.
2. Treatment plan - When the total cost of proposed dental work is expected to exceed \$300.00, the Company recommends that a treatment plan be filed for benefit determination prior to the date treatment is rendered.
3. Eligible Expense - Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for general practitioners in the 1992 Dental Fee Guide effective January 1, 1995, and the 1993 Dental Fee Guide effective January 1, 1996, and the 1994 Dental Fee Guide effective January 1, 1997, or the minimum fee specified in the 1992 Denturist Fee Guide effective January 1, 1995, the 1993 Denturist Fee Guide effective January 1, 1996 and the 1994 Denturist Fee Guide effective January 1, 1997, of the Province of Ontario.

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

#### BASIC SERVICES - 100% PAYABLE

##### EXAMINATIONS

Complete oral examination (once every 2 years) **(once every 3 years - adults only)	01101, 01102, 01103
Recall oral examination (twice every 12 months)	01202, 01203
Emergency examination	01205
Specified oral area examination	01402, 01502, 01602, 01703, 01802

##### DIAGNOSTIC SERVICES

Radiographic examination (x-ray) complete series intra oral films (once every 2 years)	02101, 02102
Periapical films	02111-02125 (inclusive)
Occlusal films	02131-02136 (inclusive)
Posterior bite-wing films (twice in any 12 months)	02141-02146 (inclusive)
Panoramic film (once every 24 months)	02601
Interpretation of radiographs from another source	02801, 02802, 02809

### TESTS AND LABORATORY EXAMINATIONS

Biopsy, soft-hard tissue	04311-04313, 04321-04323
Cytological examination	04401
Pulp vitality test	04501, 04509
Diagnostic casts	04911

### PREVENTIVE SERVICES

Scaling and polishing (twice in any 12 months) **(once in 9 months - adults only)	11101, 12102, 11103
Fluoride treatment (twice in any 12 months) **(once in 9 months - adults only)	12101, 12102
Oral hygiene instruction (once every 12 months)	13211-13214, 13219
Plaque control program (once only, family maximum of (\$50)	13200
Caries/pain control	20121, 20129
Interproximal discing of teeth	13701-13703, 13709
Space maintainers 15101-15104, 15201, 15202, 15301, 15302 15401-15403, 15501, 15601, 15602	
Nutritional counselling (once every 24 months per family)	13101-13104, 13109
Polishing and finishing restorations	13301-13304, 13309
Occlusal pit and fissure sealants	13401, 13409
Protective athletic mouth appliance (once yearly)	13501, 13502

### Endodontic Services

Emergency procedures	32221-32232, 32311-32315, 32321 33501, 39211, 39212
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### Periodontal Services

Management of acute infections and other oral lesions	41211-41214, 41219, 41221-41224 41229
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**Surgical Services**

Surgical Incision 7511-75113, 75121  
 Miscellaneous surgical services 75122, 75123, 75211, 75212, 75221

**Adjunctive General Services**

Drugs (injections) 96101-96103, 96201, 96202

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

Treatment planning 05101-05104, 05109  
 Consultation with patient 05201, 05202, 05209

**Restorative Services**

Amalgam restorations  
 Primary teeth 21101-21105 (inclusive)  
 Permanent anterior and  
 bicuspid teeth 21211-21215 (inclusive)  
 Permanent molar teeth 21221-21225 (inclusive)  
 Pin reinforcement 21301, 21401-21405, 22201, 22211  
 22301, 22311  
 22401, 22501  
 Silicate restorations  
 Acrylic or composite 23101-23105, 23111-23114, 23121  
 restorations 23122, 23123, 23211-23215  
 23221-23225, 23311-23315  
 23321-23325, 23401-23405  
 23411-23415, 23501-23505  
 23511-23515  
 Crowns 27401, 27409

**Endodontic Services**

Pulpotomy 32231  
 Root canal therapy 33111-33116, 33121-33126  
 33131-33136, 33141-33146  
 33201-33205, 33401-33403  
 Apexification 33601-33605, 33611-33614  
 Periapical Services 34111-34114, 34121-34124  
 34114, 34131-34135, 34141-34145

**Banding of Tooth to Maintain**

Sterile operating field 39100, 39101  
 Intentional removal, apical filling  
 and reimplantion 34451-34453, 39501-39503

**Periodontal Services**

Gingival curettage 42111  
 Gingivoplasty 42201

Gingivectomy	42311, 42321, 42331, 42339
Soft tissue grafts	42511
Post surgical treatment	42821, 42822, 42823, 42829
Provisional splinting	43111, 43211, 43221, 43231 43241, 43261
Occlusal equilibration	43311-43314, 43319
Periodontal scaling and root planing	43411-43416, 43419 43421-43426, 43429
Special periodontal appliances (Including occlusal guards)	43611, 43612
Anaesthesia	92212-92219, 92222-92229, 92252-92259 92311-92319, 92331-92339, 92341, 92352-92359

**Consultation**

With another dentist	93111, 93112, 93119
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**Prosthetic Services - Removable**

Denture adjustments	54301-54303, 54401-54403 54501-54503
Denture rebasing & relining (once in a 36 month period)	56601, 56602

**Surgical Services**

Removal of erupted tooth (uncomplicated)	71101, 71109
Removal of erupted tooth (complicated)	71201, 71209
Removal of impacted tooth	72111, 72119, 72211, 72219 72221, 72229, 72231, 72239
Removal of residual roots	72311, 72319, 72321, 72329 72331, 72339
Surgical exposure of tooth	72511, 72519, 72521, 72529 72541, 72551
Alveoloplasty	7311, 73121
Gingivoplasty and/or stomatoplasty	73152, 73211, 73221, 73224
Surgical excision	74111-74118, 74121-74128 74211-74218, 74221-74228 74611-74618
Fractures	76911, 76921
Fractures	76201, 76301, 76401, 76601, 76202, 76302, 76402 76503, 76605, 76701, 76912, 76922, 76931
Frenectomy	77801-77806
Miscellaneous surgical services	79311-79314, 79321, 79322 79331-79333, 79341-79343

**Major Service - 50% Payable****Restorative Services**

Metal inlay restorations	25111-25114, 25121-25124 25131-25134, 25141-25144
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Retentive pins	25601-25605 (inclusive)
Crowns	27100, 27110-27114, 27121 27122, 27130, 27201, 27211 27212, 27301, 27302, 27311 27312, 27313
Post and core	27511-27513, 25721-25724 25731-25733, 25741-25743
Other restorative services	29101-29103, 29109 29301-29303, 29309
<b>Prosthodontics</b>	
Complete dentures	51101-51103
Immediate dentures	51301-51303
Transitional partial dentures	52101-52103, 52111-52113
Removable partial dentures	52211-52213, 52301-52303 52401-52403, 52411-52413
<b>Denture Adjustments.</b>	
After 3 Months post-insertion care	54301-54303
Pontics	62101-62103, 62501, 62502 62701-62703
Removal, repair, recementation of bridgework	66111-66113, 66119 66211-66213, 66219 66301-66303, 66309, 66720
Prefabricated veneer application	23121-23123
Onlays and crowns	27701, 27702, 27711, 27712

#### **Orthodontics - 80% Payable**

##### **Interceptive Orthodontics**

Observation/adjustment/appliances 80000

4. Extension of benefits - no dental benefits are payable after termination of coverage, except as provided in Article V. However, such benefits are payable under the following:
- (i) Where the impression for a denture (including crowns, inlays or onlays) was taken prior to the date of the coverage termination and the denture is installed within 30 days of the coverage termination, or
  - (ii) Where the termination of coverage is due to the death of the employee, the expense benefit will be payable for a dependent provided, the service is rendered within 90 days following the death and provided it is a series of

planned services that commenced prior to the death or rendered at definite dental appointments made prior to the death.

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

- Services covered by workers compensation act or other statute;
- Self inflicted injuries, or illness while sane or insane;
- Dental services or appliances other than those provided in this Article;
- Home delivery charges for prescription drugs;
- Services required as a result of the employee or dependent participating in a criminal offense;
- Services required as a result of war or hostilities of any kind;
- Services performed by a person who is ordinarily a resident in the patient's home or who is a member of the patient's immediate family;
- Services for which reimbursement is payable due to the legal liability of any other party, to the extent of such reimbursement;
- Services levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges, advice by phone or other means of telecommunications;
- Cosmetic surgery or treatment, unless such surgery or treatment is for accidental injuries which commenced within 90 days of an accident;
- The replacement of an existing dental appliance which has been lost, mislaid or stolen;
- Services and supplies rendered for full mouth re-construction, for vertical dimension correction, or for a correction to temporal mandibular joint dysfunction.

1.05 Co-ordination of benefits - This provision operates in the event that an employee or dependent is covered under more than 1 plan providing expense benefits such as those provided under Sections 1.02 or 1.03 and ensures that while claim may be made under all plans that the total reimbursement does not exceed the actual expenses incurred.

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

2.01 Each employee upon completion of his/her probationary period will be insured for group life insurance according to the schedule set out below which will provide for the payment of



a death benefit under the terms and conditions ordinarily found in a group life insurance policy issued in the Province of Ontario. The effective coverage for this agreement is **\$28,000.**

- 2.02 The policy of group life insurance shall provide that a person within 31 days after his/her life insurance ceases because of termination of employment for any reason, shall have the privilege of obtaining, without medical examination, an individual policy of life insurance of a class and under the conditions specified by the insurer in the individual's certificate of insurance.
- 2.03 The policy of group life insurance shall provide that if an employee becomes totally disabled before attaining the age of 65 years, his/her life insurance will be extended, without payment of premium during the continuance of such total disability, subject to his/her satisfying the insurer of the continuance of disability in the manner prescribed in the certificate of insurance.
- 2.04 Each employee will be insured under terms of accidental death and dismemberment insurance for an additional amount equal to his/her life insurance coverage defined in Section 2.01. The sum will be payable in the case of death or loss of both hands, or loss of both feet, or sight of both eyes or any two of those members when such loss occurs within 365 days of the date of the accident. Payment of one-half of the principal sum will be provided for in the case of loss of one hand, one foot or the sight of one eye, under the same conditions. The contract will contain such limitations and conditions as are provided for insurance contracts of this type by Insurance Act, R.S.O. 1980 Chap. 218.
- 2.05 The Company will continue to carry \$1,000.00 group life insurance on former employees who retired under Section 5.01 (normal retirement) Section 5.02 (disability retirement) and Section 5.05 (early retirement) of the retirement benefit plan agreement on or before October 31, 1977.
- (A) The Company will continue to carry \$2,000.00 group life insurance coverage on each employee who retires on or after November 1, 1977 and before November 1, 1980 under Sections 5.01 (normal retirement) or 5.05 (early retirement) of the retirement benefit plan agreement.
- (B) The Company will continue to carry \$4,000.00 group life insurance coverage on each employee who retires on or

after November 1, 1977 and before July 1, 1986 under Sections 5.01 (normal retirement), 5.02 (disability retirement) or 5.05 (early retirement) of the retirement benefit plan.

(C) The Company will continue to carry \$10,000.00 group life insurance coverage on each employee who retires on or after July 1, 1986 under Sections 5.01 (normal retirement), 5.02 (disability retirement), or 5.05 (early retirement) of the retirement benefit plan.

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

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

3.01 If bodily injuries caused by non-occupational accident or sickness shall totally and continually disable an employee who has completed his/her probationary period, so that he/she cannot work, the Company will make provisions for the payment to such employee of weekly indemnity as follows:

Effective April 1, 1995 -	First 17 weeks @ \$ 190.00 per week
	Last 15 weeks @ \$ 300.00 per week
April 1, 1996 -	First 17 weeks @ \$ 195.00 per week
	Last 15 weeks @ \$ 350.00 per week
April 1, 1997 -	First 17 weeks @ \$ 200.00 per week
	Last 15 weeks @ \$ 400.00 per week

3.02 Weekly indemnity will be payable for a period of such continuous total disability, while under the care of a physician, but the period shall not exceed thirty-two consecutive weeks.

In the case of disabilities arising out of pregnancy or related causes, the employee must have been enrolled for nine consecutive months and the period of disability shall not exceed thirty-two weeks.

3.03 Periods of disability due to the same cause will be treated as the same period of disability, unless the employee has recovered and returned to full time work for a period of 15 calendar days. Periods of disability due to different causes

will be treated as different periods of disability if separated by recovery and return to full time work.

- 3.04** All benefits under Section 3.01 will commence with the first day accident and/or confinement in hospital and fourth day sickness.
- 3.05** The date on which the disability begins shall be deemed to be the first day upon which the employee fails to report to the Company for work or is required to cease work during his/her or her- shift and the date upon which the disability terminates shall be deemed to be the date before the first day upon which the employee is capable of returning to work. This date shall be that set by the attending physician. Part weeks shall be indemnified at the rate of one-seventh of the weekly amount for each calendar day of disability.
- 3.06** Weekly indemnity benefits shall not be payable for any disability resulting from:
1. Any injury or sickness for which the employee is not under the care of a physician.
  2. Any injury or sickness covered by worker's compensation.
  3. **Injury sustained or sickness contracted as a direct or indirect result of war or engaging in a riot or illegally engaging in a disturbance of the peace. Benefits for injuries due to an automobile accident to which the Ontario no-fault benefits schedule applies are payable only during the first week of disability.**
- 3.07** The Company shall reimburse the employees for medical documentation required by the Company or the Insurance carrier to a maximum of \$ 10.00 per document.

#### ARTICLE IV - DEPENDENT

- 4.01 (A)** The term "Dependent" means a person not in the employ of the Company who is:
1. The legal spouse or common-law spouse, but only if the common-law spouse has co-habited with the employee for a period of not less than one year and has been publicly represented as a spouse. Only one spouse at any time may be claimed.

2. Any unmarried, natural, adopted, step-child or foster child or other child under the age of 21 years who depends on the employee for support and lives with the employee in a parent-child relationship. A fully employed child is not a dependent under this definition.
  3. The unmarried children of 21 years or more of age who are dependent on the employee for support and maintenance and who are either mentally or physically incapable of self support. Fully employed children are not dependents under this definition,
- (B) An employee will be considered to be single and without dependents until he/she has properly enrolled his/her dependents on the application forms applicable to the specific dependent benefits and he/she may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any person claimed as a dependent; He/she must further inform the Company promptly of any changes in the status of his/her dependents which would affect their eligibility for benefits.
- 4.02 (A) The dependents of an eligible employee shall be eligible to receive benefits in respect to any disability suffered or incurred on or after the date on which such dependent is properly enrolled under this plan.
- (B) Dependents of any employee shall cease to be eligible for benefits under the plan on the date on which the employee ceases to be eligible, and in the case of the death of an employee, at the end of the billing period in which such death occurred.

#### ARTICLE V - PAID COVERAGE ON TERMINATION

- 5.01 (A) An employee whose active employment is terminated by lay-off, a leave of absence for personal reasons, or a leave for union duties shall be covered for all benefits until the end of the month following the month in which the lay-off or leave of absence commences.
- (B) An employee whose active employment is terminated by confirmed sickness or injury whether covered by worker's compensation or not, shall be covered for all benefits

- until the end of the month in which such period has reached 52 weeks duration.
- (C) **An** employee whose active employment is terminated by a leave of absence because of pregnancy shall be covered for all benefits during her leave granted under Section 10.14 of the collective labour agreement plus any period of time in which she receives sick and accident benefits because of complications.
- (D) **An** employee who is purchasing additional life insurance coverage or semi-private hospital coverage or any other additional coverages through payroll deductions must submit payments for the additional coverages to the Company in advance if he/she wishes them to continue during the period of time in which the Company is carrying coverages under Section 5.01 (A), (B) & (C). Premiums must be submitted by the 25th of the month in which benefit coverage is still active. Employees shall only utilize this privilege while on lay-off status or until employed elsewhere.
- (E) Provision will be made that an employee may carry on benefit coverage for himself/herself and his/her dependents beyond the periods set out above, except weekly indemnity and when on lay-off weekly indemnity, life and accidental death and dismemberment, by payment monthly in advance to the Company, of the total premiums applicable to such benefits. Such payment shall be the responsibility of the employee and this privilege will terminate on termination of employment or failure to pay the premiums as provided. Premiums must be submitted by the 10th of each month.
- 5.02 A seniority employee, who returns to active employment from lay-off or leave of absence shall be eligible for all benefits for himself/herself and his/her dependents on his/her return to work.
- 5.03 **An** employee whose active employment is terminated by discharge for cause or voluntary separation or by entering military service shall cease to be eligible for any benefits under this Article as of his/her date of termination.
- 5.04 Benefit coverage for employees who retire under the retirement benefit plan agreement (RBPA) before November 1, 1980 are covered for benefits under Section 1.01 until age 65. Employees who retire under the retirement benefit plan

agreement on or following November 1, 1980 will be covered with benefits as follows:

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

Life insurance coverage as stated in Section 2.05

Vision coverage (only) - same as active employees  
Dental coverage - same as active employees

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

Life insurance coverage as stated in Section 2.03 until age 65 as stated under Section 2.05 as of age 65.

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

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

Life insurance coverage as stated under Section 2.05

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

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

**ARTICLE VI - RESPONSIBILITY**

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

6.02 The insurer shall issue or cause to be issued a certificate to each employee eligible for benefits which will describe the benefits and privileges provided hereunder by said insurer. The employee shall be deemed to accept all the benefits and privileges thus described and all the liabilities and obligations except the liability and obligation to pay the

premium fee, or other regular charge of the insurer, except as provided in Section 5.01 (E).

6.03 If a dispute shall arise between the Company or its insurer as the case may be, and an employee as to whether such employee is, or continues to be suffering from bodily injury or sickness of a degree, extent and type that gives rise to a claim for benefits, such dispute shall be resolved as follows:

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

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

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

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

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

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

#### ARTICLE VII - FEDERAL & PROVINCIAL LAWS

- 7.01 This Article is subject to such amendment from time to time as may be necessary to meet the requirements of any applicable federal or provincial laws, orders or regulations and relevant provisions of the Insurance Act of Ontario shall be deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of this Article.
- 7.02 The benefits under this Article may be modified or discontinued after three months notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes or should the income tax laws be changed to provide for disallowance in whole or in part of payments of this class and kind as income tax deductions. Should modification or discontinuance of one or more of the benefits become necessary for any of these reasons negotiations will be resumed immediately after such notice is given.
- 7.03 If at any time the Federal or Provincial Government passes legislation which directly or indirectly has the effect of providing or discontinuing benefits similar to one or more of the benefits described in this Article for which the employees as a class shall be eligible, the benefit or benefits affected shall terminate upon the expiration of thirty days after the proclamation of such statute or upon the date the statute comes into effect whichever is later. During such thirty day period or such longer period as may expire after date of proclamation of the statute, the parties will meet for the purposes of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under this Article shall approximate in kind and money value to the benefits provided under this Article before said statutory enactment.

#### ARTICLE VIII - UNION

- 8.01 The Union agrees that it shall not:
1. Make any demand that benefits under this Article be changed in any respect or that additional benefits be



- provided or that the Company contribute or pay any greater amount for such benefits for the employees than required in this Article.
- 2. Engage in or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with work or production at the plants of the Company for the purpose of securing any such changes.

ARTICLE IX - DURATION OF AGREEMENT

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

Signed this 19<sup>th</sup> day of September 1995.

For the Company

Howard Hechtman  
 \_\_\_\_\_  
 \_\_\_\_\_

For the United Steelworkers of America

Jim Hammer

Local 719

Gary Bernard  
Janet Wuer  
Andrea Gibson  
Sandy Kolls

**MONEY PURCHASE PLAN**

The retirement benefit plan will be converted to a money purchase plan effective April 1, 1992, allowing for the Company to contribute \$75 per month per member and allowing a \$10, \$20 **or** \$ 25 voluntary employee contribution through payroll deductions which would be matched by the Company. The options would be available to commence and terminate each year of this agreement at March 31st.

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

Anyone retiring during the term of this agreement would be guaranteed no less than \$20 per month per year of service under the defined pension plan with all rules of early retirement being applicable.

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

A long term disability program will also be implemented to cover prolonged disability beyond 32 weeks. Maximum of \$1200/month to be funded as follows:

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

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

RETIREMENT BENEFIT PLAN

ENTERED INTO

AS OF THE 1st DAY OF April 1995

BETWEEN:

STANDARD PRODUCTS (CANADA) LIMITED

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

hereinafter called the "Company"

- and -

THE UNITED STEELWORKERS OF AMERICA

affiliated with the AFL-CIO and the CLC,  
hereinafter called the "International Union"

On behalf of **its**

LOCAL 719

AT MITCHELL, ONTARIO

hereinafter called the "Local"

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This Retirement Benefit Plan agreement is made and entered into as of the first day of January, 1966 between the Company and the Union. The "Company" as used herein means Standard Products (Canada) Limited with respect to its bargaining unit at Plant 4, Mitchell, Ontario. The Union as used herein means the Local Union 719 of the United Steelworkers of America.

The Retirement Benefit Plan Agreement was amended effective January 1, 1972, February 1, 1975, November 1, 1977, November 1, 1980, April 1, 1989 and further amended April 1, 1992 as set forth herein. All benefits accrued under the Retirement Benefit Plan Agreement and all rights acquired by the member employees up to April 1, 1992 remain unaffected except as improved and enhanced by the terms of the Retirement Benefit Plan Agreement as amended herein.

|' **ARTICLE 1 - PURPOSE**

- 1.01 This Retirement Benefit Plan (hereinafter referred to as the Agreement) is hereby established for the purpose of providing pension benefits, as described herein, subject to obtaining and retaining such approval of the Retirement Benefit Plan by the relevant tax authorities as the Company may deem necessary to establish that the Company is entitled to deduct the amount of its contributions to the pension fund as an expense before taxes under the provisions of the Income Tax Act, or any other applicable tax laws, as now in effect or as hereafter amended or adopted.
- 1.02 The Pension Benefit Plan Agreement dated March 7, 1965 applies without change or amendment with respect to all benefits attributable to service prior to January 1, 1966. The terms of such agreement including, but not limited to, the provisions relating to eligibility for benefits, amount of benefits, and manner of payment of benefits shall govern and control the payment of all benefits attributable to service prior to January 1, 1966, under such agreement, former employees who have acquired the right to a deferred vested pension under such Agreement and individuals who are employees, as defined in this Agreement, on January 1, 1966.
- 1.03 Subject to the provisions of this Agreement, the Company shall determine the manner in which the plan shall be administered.

**ARTICLE II - INTERPRETATIONS**

- 2.01 The term "Employee" means any employee of the Company who is a member of the bargaining unit as defined in the applicable sections of the Collective Labour Agreement and meets the applicable eligibility requirements of this Agreement.
- 2.02 The term "Pensioner" means a person who has retired and has become and remains eligible for a pension under this Agreement.
- 2.03 The term "Physician" means a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine.
- 2.04 The term "Collective Labour Agreement" shall mean the current Collective Labour Agreement between the Company and the Union as may be amended or supplemented, or any successor agreement.
- 2.05 The term "Layoff" shall mean the same as the definition of lay-off in the Collective Labour Agreement.
- 2.06 The term "Normal Retirement Date" means the first day of the month next following an employee's 65th birthday.
- 2.07 The term "Credited Service" means the service of an employee which has been and remains credited to him/her in accordance with the provisions of Article IV. ¶
- 2.08 The term "Continuous Service" means the service of an employee with the Company as accumulated and retained under the Collective Labour Agreement.
- 2.09 The term "Effective Date" means January 1, 1966.
- 2.10 The term "Totally and Permanently Disabled" means disabled by bodily injury or disease (other than disability which -
- (i) Resulted from or consists of chronic alcoholism or self-induced addiction to narcotics, or
  - (ii) Was contracted, suffered or incurred while the employee was engaged in, or resulted from his/her having engaged in a criminal enterprise, or

(iii) Resulted from wilfully self-inflicted injury, or

(iv) Can be established as due to service in the Armed Forces of any country which in the certified opinion of a physician who is selected by or satisfactory to the Company will presumably, permanently, continuously and wholly prevent the employee, during the remainder of his/her life, from meeting the job requirements of any job covered by the Collective Labour Agreement.

2.11 "Actuary" shall mean a person, being a fellow of the Canadian Institute of Actuaries, appointed by the Company for the corporation including such a person.

2.12 "Commutated Value" shall mean the actuarial present value of the pension or other benefit to which an employee, or his/her spouse or designated beneficiary, if applicable, is or will become entitled and which conforms to generally-accepted actuarial principles and is accepted under the Pension Benefits Act, 1987 (Ontario) and regulation thereunder.

### ARTICLE III - FINANCING

#### 3.01 Pension Fund

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

#### 3.02 Disbursements from Pension Fund

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

#### 3.03 Pension Payable Solely From Pension Fund

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

### 3.04 Nonalienation of Benefits

The pensions payable from the Pension Fund shall be deemed alimentary and for the personal maintenance of the pensioners and,

shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, or to attachment or legal process for debts of pensioners except to such an extent as may be required by law.

## ARTICLE IV - CREDITED SERVICE

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

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

(ii) **An** employee who has been on a paid leave and periods of sabbatical, total disability, maternity leave, or leave with the International Union or its affiliates (paid or unpaid) may accumulate credited service for time lost in accordance with Section 10.02 of the Collective Labour Agreement.

4.02 **An** employee will lose his/her credited service, unless otherwise provided for in this Agreement, when his/her employment with the Company is terminated for any reason or when he/she retires on a monthly pension under this Agreement.

4.03 The records of the Company shall be presumed to be correct with respect to dates covering term of employment, non-



employment, or disability retirement of an employee, pensioner or applicant for pension, unless shown beyond a reasonable doubt to be incorrect. An applicant for pension or pensioner shall prove his/her age by evidence satisfactory to the Company.

## ARTICLE V - RETIREMENT AND DEATH BENEFITS

### 5.01 Normal Retirement

- (A) An employee who retires on or after the effective date of this Agreement, and who has attained his/her normal retirement date and has 2 or more years of continuous service, shall be eligible for a monthly pension upon his/her retirement. Such monthly pension shall consist of an amount payable for life of \$5.00, multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement, and his/her normal retirement date if that date be on or before October 31, 1978. In no event shall any payment be made after the death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03 of this Agreement. The monthly pension for an employee who retires after October 31, 1978 but before November 1, 1979 shall consist of an amount payable for life of \$7.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this agreement, and his/her normal retirement date. In no event shall any payment be made after the death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03 of this Agreement.

The monthly pension for an employee who retires after April 1, 1989 shall consist of an amount payable for life equal to \$16.00 multiplied in either case by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her retirement date. The normal retirement date of an employee shall be the first day of the month next following the attainment of age 65. Each employee who reaches normal retirement date on or after April 1, 1989 shall be entitled to receive his/her pension from his/her normal retirement date. In no event shall any payment be made after the death of the employee unless he/she shall have elected, or have been required to elect, an optional benefit under Article 5.03.

The monthly pension for an employee who retires after October 31, 1979, but before November 1, 1980 shall consist of an amount payable for life of \$8.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her normal retirement. In no event shall any payment be made after the death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03 of this Agreement. The monthly pension for an employee who retires after October 31, 1980 shall consist of an amount payable for life of \$10.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her normal retirement date. In no event shall any payment be made after the death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03 of this Agreement. The monthly pension for an employee who retires after April 1, 1983 shall consist of an amount payable for life of \$12.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her normal retirement date. In no event shall any payment be made after his/her death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03. The monthly pension for an employee who retires after July 1, 1986 shall consist of an amount payable for life of \$13.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her normal retirement date. The monthly pension for an employee in Plant 4 (Local 719) who retires after April 1, 1989 shall consist of an amount payable for life of \$16.00 multiplied by the number of years of his/her credited service accumulated between the effective date of this Agreement and his/her normal retirement date. In no event shall any payment be made after the death of the pensioner unless he/she shall have elected an optional benefit under Section 5.03.

- (B) The absence of an employee from active employment at any time when he/she would be eligible for normal retirement under this Agreement shall not preclude his/her retirement at that time without return to employment, provided that such absence is due to disability or sick leave, lay-off or other company approved leave of absence.

## **5.02 Disability Retirement Pension**

- (A) An employee who becomes totally and permanently disabled prior to his/her normal retirement date and has 10 or more years of continuous service shall be eligible for a disability

pension. Such pension shall be calculated under Section 5.01.

- (B) The disability pension shall become payable, if he/she shall then be living, on the first day of the month next following the latest of: (i) The date on which he/she shall have filed an application for such pension with the Company on a form supplied by the Company, (ii) The date on which his/her disability retirement shall have commenced, or (iii) The date on which he/she ceased to receive remuneration from the Company or draw weekly indemnity benefits under the Welfare Benefit Plan Agreement, and it shall be payable on the first day of each month thereafter up to and including the earlier of the month in which his/her disability retirement shall end as provided in this Article; or, the month in which his/her death occurs, unless he/she shall have elected, or been required to elect, an optional benefit under Article 5.03.
- (C) An employee applying for a disability pension shall, if requested by the Company, submit to one or more physical examinations by a physician or physicians selected by the Company in order that the Company may determine whether such employee is totally and permanently disabled and thus entitled, if otherwise qualified, to a disability pension.
- (D) Any pensioner on disability retirement shall be required to submit to a physical examination at any reasonable time and place during such retirement up to his/her normal retirement date for the purpose of determining his/her condition, whenever such examination shall be requested by the Company, but not more often than twice in any calendar year after total and permanent disability has been established. An employee or pensioner who refuses to submit to any physical examination properly requested in accordance with the provisions of this Section 5.02 may have his/her disability pension suspended until he/she does submit to such physical examination.
- (E) If, after his/her retirement on disability pension but before his/her normal retirement date, a pensioner shall cease to be totally and permanently disabled, his/her disability pension shall cease.
- (F) If a pensioner's disability pension ceases pursuant to the provisions of the preceding sub-section, 5.02 (E), the Company will re-employ the pensioner in accordance with his/her seniority existing at the date of his/her retirement if the Company has a job available for him/her that he/she can do to the satisfaction of the Company.

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

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

### **5.03 Optional Pension Benefit**

#### **(A) Normal Form of Pension**

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

#### **(B) Automatic Form of Pension**

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

Any other form of pension provided herein may be elected if the employee and his/her spouse both waive the entitlement to this joint and survivor form of payment in the prescribed form or by means of a certified copy of a domestic contract as defined under the Family Law Act. To be valid, the waiver must be delivered to the Company within the 12-month period immediately preceding the commencement of payments.

#### **(C) Optional Forms of Pension**

Subject to Article 503 (B), an employee may elect an optional form of pension by notifying the Company in writing prior to his/her date of retirement of the optional type of pension

he/she wishes to receive. The amount of pension payable to an employee under an optional form shall be reduced such that the value of his/her optional pension benefit shall be actuarially equivalent to the normal form of pension. **Any** election of an optional type of pension may be revoked or altered to another optional type if done in writing prior to the commencement of his/her pension. Any option elected becomes binding upon the commencement date of the pension.

The optional forms of pension available are as follows:

**(i) Life - Guaranteed Five Years**

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

**(ii) Life - Guaranteed Ten Years**

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

**(iii) Life - Guaranteed Fifteen Years**

This type of pension provides payments for the entire lifetime of the employee and guaranteed that, should the employee die after his/her pension has commenced but before he/she has received 180 monthly payments thereof, the payments shall be continued to his/her beneficiary or estate until 180 monthly payments in all have been made.

**(iv) Joint and Survivorship Plan**

- (a) A joint and survivor pension which shall continue to the joint annuitant after the death of the employee in the same amount as received by the employee immediately prior to the date of his/her death; Or
- (b) A joint and survivor pension which shall continue to the joint annuitant after the death of the employee at a reduced amount.

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

#### 5.04 Deferred Vested Pension

**Any** employee whose services are terminated prior to his/her normal retirement date and who has 10 or more years of continuous service at the date of termination of employment shall be entitled to a deferred vested pension calculated in accordance with Article 5.01 of this Agreement, as in effect on the last day of active employment, and payable from his/her normal retirement date.

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

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

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

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

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

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

An employee whose services are terminated on or after January 1, 1988 shall receive written notice of his/her entitlements under the Agreement and the options available to him/her within 30 days of his/her termination of service or within 30 days of the Company's notification of his/her termination of service, whichever is later.

#### **5.05 Early Retirement**

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

An employee who has attained age 55, has completed 10 or more years of continuous service, may retire early under this Agreement at any time prior to his/her normal retirement date and receive the pension benefit set out in Article 5.02, reduced by 4/10 of 1% for each month by which his/her early retirement date precedes his/her normal retirement date.

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

#### **5.06 Method of Payment**

The Company may adopt such procedures as it shall find convenient with respect to the payment of pensions where the amount payable is less than \$10.00 per month and may pay any such pension quarterly or annually.

#### **5.07 Pensioner Unable to Manage His/her Affairs**

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

#### **5.08 Maximum Pension Permitted**

The benefit paid to a pensioner will not exceed the maximum pension permitted under paragraph 9 (G) of information circular 72-13R6 as published by Revenue Canada Taxation.

#### **5.09 Benefits on Death**

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

Upon the death of a former employee whose service was terminated on or after January 1, 1988 and who is entitled to a deferred vested pension payable at his/her normal retirement date, his/her spouse shall be entitled to a lump sum amount calculated as the commuted value of the former employee's deferred vested pension reduced by his/her accrued pension benefit as at December 31, 1986 if such accrued pension benefit was included in the calculation of the deferred vested pension. If the former employee has no spouse, the lump sum amount will be payable to his/her designated beneficiary or, if none, to his/her estate.

Upon the death of an employee who is receiving a pension from the fund at his/her time of his/her death, pension payments shall cease immediately unless an optional form of pension was



electd at the time of retirement in which case benefits shall be paid in accordance with the optional pension elected.

### **5.10 Designated Beneficiary**

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

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

## **ARTICLE VI - ELIGIBILITY**

### **6.01 New Employees**

A new employee becomes eligible from his/her date of hire when he/she has completed his/her probationary period as defined in the Collective Labour Agreement. No medical examination will be required.

### **6.02 Lay-off or Leave of Absence**

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

### **6.03 Voluntary Termination or Discharge**

An employee loses all rights under this Agreement except any deferred vested rights he/she has acquired under Section 5.04.

## **ARTICLE VII - GENERAL PROVISIONS**

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

- 7.02 The Company shall be the administrator of the plan and as such shall have the sole responsibility and authority consistent with the provisions of this Agreement for the operation and administration of the plan.
- 7.03 Coverage under this Agreement shall not give any employee any additional right to be retained in the employment of the Company, and all employees shall remain subject to discipline, discharge or lay-off to the same extent as if this Agreement has not been put into effect.
- 7.04 A copy of this Agreement and any amendments thereto will be supplied to each employee. The complete text will be available for examination at the offices of the Company.
- 7.05 Should the Federal or Provincial Government pass legislation creating a program which would enable or require the Company to transfer a deferred vested pension of a person whose employment has terminated into a special fund, the Company may participate in such a program, and such participation shall be considered a complete discharge of the Company's liabilities under this Agreement.
- 7.06 The seniority of any employee who retires in accordance with this Agreement shall cease for the purpose of applying the provisions of any Collective Labour Agreement which now is or hereafter shall be in effect between the Company and the Union, except that if a pensioner is rehired on cessation of his/her disability retirement, he/she shall be credited with the service which he/she has at the time of his/her disability retirement and shall accumulate further service from the time he/she starts work after he/she has been rehired.
- 7.07 (A) Should any dispute arise between the Company and an employee with reference to eligibility for benefits or payment of claims under this Agreement, or if a dispute should arise between the Company and the Union as to whether the Company has provided and continues to provide benefits as herein described, such dispute may be taken as a grievance under the grievance provisions of the Collective Labour Agreement then in effect, omitting however all steps preceding presentation of grievance, in which the personnel manager participates.
- (B) If a grievance is taken to arbitration under the provisions of the Collective Labour Agreement, the arbitrator or board of arbitration, insofar as it may be

... necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this Agreement and the Collective Labour Agreement.

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

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

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

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

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

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

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

**7.11 Splitting of Credits on Marriage Breakdown**

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

#### ARTICLE VIII - MODIFICATION AND TERMINATION

- 8.01 This agreement is subject to such amendments from time to time as may be necessary to meet the requirements of any applicable Federal or Provincial Laws, orders, or regulations.
- 8.02 This Agreement may be modified or discontinued, after sixty days notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes, or should income tax laws be changed to provide for disallowance in whole or in part payments of this class and kind as income tax deductions. Should modification or discontinuance of this Agreement become necessary for any of these reasons, negotiations will be resumed immediately after such notice is given.
- 8.03 If at any time, the Federal or Provincial Government passes legislation which directly or indirectly has the effect of providing benefits similar to one or more of the benefits described in this Agreement for which the employees as a class shall be eligible, this Agreement shall terminate in respect to that benefit or benefits upon the expiration of thirty days after the proclamation of such statute or upon the date the statute comes into effect, whichever is later. During such thirty day period or such longer period as may expire after date of proclamation of the statute, the parties will meet for the purpose of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under this Agreement consistent with previous costs of this Agreement, shall approximate in kind and money value to the benefits provided under this Agreement before said statutory enactment.
- 8.04 Procedure for allocating the pension fund upon termination of this Agreement.

In the event of termination of the plan, the assets then remaining in the trust fund, after providing the expenses of the plan, shall be allocated by the committee, to the extent

that they shall be sufficient for the purpose of paying retirement benefits (based on credited service to the date of termination of the plan), to participants, former participants and retired participants in the following order of precedence:

(A) First, to provide for:

- (1) The continuation of annuities in the form in effect with respect to them immediately prior to the plan's termination for those persons who are pensioners, beneficiaries, and contingent annuitants under the plan at its termination,
- (2) The payment of an immediate annuity, in an amount equal to the retirement benefit he/she would have received had he/she retired on the date of termination to each participant who on the date of termination qualifies for a normal retirement benefit under Section 5.01.
- (3) The payment of a deferred annuity commencing at age sixty-five (65) in an amount equal to his/her vested deferred retirement benefit to each person who terminated employment and is eligible for such a benefit pursuant to Section 5.04,
- (4) The payment of a deferred annuity equal to the vested deferred retirement pension to which he/she would have been entitled if the date of the plan's termination were the date of termination of his/her employment, to each other participant not in any class above who at the date of the plan's termination is at least age forty-five (45) and has completed at least ten (10) years of credited service.

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

- (B) Second, if any such assets remain after complete allocation for the purposes of (A) above, they shall be allocated after first establishing classes of participants who are less than age sixty-five (65) on the date of termination and are potentially eligible for a normal retirement benefit by treating each successively younger five (5) year age group as a class using the age sixty-five (65) as a base. An order of allocation priority shall then be established beginning with the oldest class. The assets shall then be allocated to

participants in each such class who have an interest herein on account of credited service prior to the date of termination of the plan in an amount equal to the actuarial value of such interest. The allocations of the amounts, if any, in each class for full or reduced retirement benefits for such participants shall be on the basis of annuity values providing for the payment of such benefits (commencing at the age of first eligibility for a normal retirement benefit) in the form, applicable to such participants, which would have prevailed had the plan not been discontinued with application for reduction of retirement benefits, as in (A) above.

Such allocation shall be accomplished through the continuance of the trust fund which shall be maintained without earmark as to the severable equitable interests of those having a share allocated as above. The allocation of assets in this Section is merely for the purpose of determining the adequacy of the trust fund to provide reserves for retirement benefits of a certain monthly amount, and is not intended to give any participant legal title to a share of the trust fund or to vest in any participant such right, title and interest in the trust fund as to entitle him/her to a segregation of his/her aliquot share of the trust fund as a separate account.

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

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

Anything in this plan which might be construed to the contrary notwithstanding however, it shall be impossible

# MEMORANDUM OF AGREEMENT

Between

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

And

The United Steel Workers of America Local 719

The purpose of this Memorandum is to implement a 15 minute overlap of each shift for the Encapsulated Glass operation. This overlap is being implemented for the purpose of allowing this area to run continuously without interruption at shift changes, thus increasing the quality of our production process. The normal working shift for these employees will be 8.25 hours with .25 hour overtime that is observed at the end of the shift.. This agreement may be changed with mutual agreement between the parties with 30 days notice.

Signed this tenth day of May 1996

For the Company:

A. Hall  
Heuson Gale

For the Union:

Kenneth Brown Staff Rep  
Handy Kells  
W Hulley  
Arden Gibson  
Patty McKane





STANDARD PRODUCTS (CANADA) LIMITED  
MEMORANDUM  
OF  
AGREEMENT

BETWEEN

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

AND

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

The purpose of this agreement is to replace the temporary rate of pay for Group 38 with a permanent rate of pay. The new hourly rate of pay for this direct non-incentive group is \$ 14.58 per hour.

Signed this 9<sup>th</sup> day of July, 1996.

For the Company:

Howard Hullman  
Judson Gale

For the Union:

Kenneth Dawson Slaffey  
Sandy Kells  
Ed Hulley  
Arlene Gibson  
Patty McKare

CC: B. Machin, B. Seigner, D. Smith, File.

