



**GO THE DISTANCE.**

**COLLECTIVE AGREEMENT**

between

**HOLLAND HITCH OF CANADA LIMITED**  
(hereinafter called "the Company")

and

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW) AND ITS LOCAL 636**  
(hereinafter referred to as the Union)



December 16, 2005 – December 15, 2008

10961/04

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***GO THE DISTANCE,***

### **BUSINESS STATEMENT**

Our Company and the Union agree that it is of mutual interest that the following key goals be worked towards as a means to help our Company remain competitive and therefore offer a degree of job security for all its employees.

- (a) increase the plant wide productivity to a minimum of 93% in the year 2008. Productivity is a combination of efficiency and utilization.
- (b) improve the quality of our products to meet or exceed the levels required by our customers.
- (c) reduce costs by finding ways to produce our products more efficiently.

The Union and the Company will encourage all employees to participate together to achieve our common goals.

## ARTICLE 1 - PURPOSE

1:01 The purpose of this collective agreement is to set forth wages and other specific conditions of employment, and to provide a procedure for the timely resolution of grievances.

## ARTICLE 2 - RECOGNITION

2:01 The Company recognizes the Union as the exclusive bargaining agent of all its employees at Woodstock, Ontario, save and except foremen, persons above the rank of foremen, and office and sales staff.

## ARTICLE 3 - MANAGEMENT'S RIGHTS

3:01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, direct, classify, transfer, promote, demote, suspend, lay off, recall and otherwise discipline employees, provided that an employee may submit a grievance and have it dealt ~~with~~ in accordance ~~with~~ the grievance procedure;
- (c) manage the industrial enterprise in which the Company is engaged, at its sole and absolute discretion, and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacturing, the engineering and designing of its products, the control of material and parts to be incorporated in the products produced, and the extension, limitation, curtailment or cessation of operations, and all other matters concerning the operation

of the Company's business not specifically dealt with elsewhere in this agreement;

- (d) establish reasonable rules, regulations and policy, however prior to implementation or change the Company will discuss with the Union in advance at a meeting. Such rules will not be inconsistent with the provisions of this collective agreement.

#### **ARTICLE 4 – RELATIONSHIP**

4:01 The Company agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Company or any of its representatives with respect to any employee because of his membership in or connection with the Union.

4:02 The Union agrees that neither the Union nor its members will intimidate or coerce any employee. There shall be no Union activity during working hours except in connection with the investigation and the negotiation of grievances as provided for in Article 7 - Grievance Procedure as well as Company-Union meetings.

#### **ARTICLE 5 - NO DISCRIMINATION**

5:01 (a) Wherever the singular and masculine are used herein, they shall be construed as if the plural and feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby necessary had been made so long as no other change in meaning or intent results.

- (b) The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex or sexual orientation, age, marital status, family, status or handicap as defined by the Ontario Human Rights code.

## **ARTICLE 6 - REPRESENTATION**

6:01 The Union may appoint and the Company shall recognize a bargaining committee consisting of three (3) employees. The employees who are members of this bargaining committee shall be employed on the day shift. No one shall be eligible to serve as a committeeman unless he has served his probationary period with the Company and is working for the Company. In addition, there shall be a steward to represent the second shift employees and a steward to represent the third shift employees for the handling of grievances only while a second or third shift is in existence. The Union shall furnish the Company, in writing, the names of bargaining committee and any changes thereto. The Company shall furnish the Union, in writing, the names of foremen and the extent of their responsibility and other applicable supervisors and any changes thereto. Committeemen and stewards may only absent themselves from their regular duties with the permission of their foreman and for the purpose of investigating and negotiating grievances as well as Company-Union meetings, and they shall report back to their foreman when resuming their regular duties. Such permission will not be unreasonably withheld. Committeemen and stewards will be paid for investigating and negotiating grievances in the plant and other work related matters as agreed to by



the company, while absent from their regular duties at their straight-time hourly rate, (including COLA).

In addition should a committeeman or steward during a meeting with the Company extend past his normal quitting time he shall be paid at his applicable overtime rate of pay for those hours spent past his normal quitting time (including COLA). **No** payment will be paid for time after the Company-Union meeting unless permission has been previously obtained.

In addition, off shift employees and their stewards will have their shift hours adjusted from their normal starting and quitting times, such that overtime costs will not be incurred as a result of such meetings with the Company.

- 6:02 (a) The parties agree to consult regularly during the term of the Agreement about issues relating to the workplace which affect the parties or any employees bound by this Agreement. Meetings between the parties will be held at the request of either party. Such meetings will be held during working hours. **All** matters to be discussed will be presented by the other party at least two days prior to the meeting.
- (b) The plant committee will be permitted one (1) hour to meet with the Union National Representative prior to Company-Union meeting requiring his attendance, or one half hour prior to the grievance meeting at Step **No.** 3 of the grievance procedure.
- 6:03 Members of the bargaining committee will not be laid off during their term of office, as long as there is work available which they are able to perform with orientation according to the "Normal Instruction Agreement".

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7:01** Should a dispute arise concerning the interpretation, application, administration, or alleged violation of this agreement, then it shall be considered as a grievance and handled in the following manner:

### **STEP NO. 1**

Any employee shall first discuss his grievance with his immediate foreman prior to submitting a written grievance. A Union representative may be present if requested by the employee. The foreman has one (1) working day to respond.

### **STEP NO. 2**

If the decision of the immediate foreman is Step No. 1 above is not acceptable to the employee, then the grievance shall be reduced to writing by the union committeeman or steward and it shall be submitted to the employee's immediate foreman within two (2) working days from the date that the employee received the oral decision. The Company shall give its answer in writing to the grievance not later than the second (2nd) working day following the day on which the foreman received the written grievance.

### **STEP NO. 3**

If the decision of the immediate foreman is not acceptable to the employee, he may appeal the decision to the Human Resources Manager or his designated representative, within two (2) working days from the date that he received the decision from his immediate foreman.

The third step grievance meeting will be held within (10) working days of the receipt of the grievance duly initialled by the Plant Chairperson or his designate.

The Human Resources Manager, or his designated representative shall arrange a meeting with the bargaining committee and he shall give his answer in writing within five (5) working days following the date of the meeting. The grievor and a National Representative(s) of the Union may be present at this meeting.

Employees hours will be altered to accommodate the grievance meeting schedule and employees will be required to work both before and after the meeting up until their revised quitting time.

7:02 In the event that arbitration of a grievance is desired by either party, then the other party shall be notified in writing not later than twenty (20) working days after receipt of the answer in Step No. 3. Either party may notify an arbitrator from the following list of arbitrators and a copy of the notice will be given to the other party. Such arbitrators will be selected on a rotation basis unless mutually agreed otherwise by the Company and the Union. In the event of the retirement of one of the Company's nominees, Jack Roberts shall be substituted. In the event of the retirement of one of the Union's nominees, Tim Armstrong shall be substituted.

D. Harris

H.D. Brown

G Brent

W.B. Rayner

7:03 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. The arbitrator in discharge and suspension cases shall be authorized to maintain the discharge or suspension, make the grievor whole, or make any modification as to compensation which is just and equitable in the opinion of the arbitrator. The parties

shall equally share the fee and expenses of the arbitrator.

- 7:04 No grievance shall be considered if the alleged circumstances of the grievance occurred more than fifteen (15) working days prior to the submission of the grievance. If the Company fails to answer the grievance within the time limits then the grievance may be processed to the next step. If a grievance is not processed within the time limits by the Union then the grievance will be considered dropped.
- 7:05 A discharged or indefinitely suspended employee, other than a probationary employee, shall be given an opportunity to explain the circumstances of his discharge or indefinite suspension to his Committeeman or steward before leaving the plant. Such discharged or indefinitely suspended employee may present a grievance in writing, either directly or through his committeeman or steward, within five (5) working days from the date of his discharge or indefinite suspension. Such grievance shall be lodged at Step No. 3 of the grievance procedure. The Company shall furnish the Union with copies of written warnings, suspensions, and discharges. In the case of termination, the Plant Chairperson or his designate will be advised no later than his next regular shift.
- 7:06 An employee's committeeman or steward shall be in attendance when he is to be formally disciplined.
- 7:07 The Company agrees to remove any discipline notation from the employee's record eighteen (18) months after the giving of such discipline notation unless within the two-year period the misconduct giving rise to the discipline notation is repeated, in which case the two-year period referred to above is waived. Such removed notation will not be cited or relied upon subsequently.

- 7:08 A grievance relating to the same issue and providing the circumstances are similar pertaining to two or more employees will be considered a group grievance and subject to the grievance procedure.
- 7:09 Union policy grievances will be limited to grievances which claim incorrect interpretation or administration of the agreement which may affect the collective interests of the bargaining unit and grievances lodged by the Company may be raised by either party by notifying the other in writing as to the nature of the grievance within fifteen (15) working days of the incident which gave rise to the grievance. Such grievance will be discussed beginning at the 3rd step of the grievance procedure. Should the parties fail to resolve such grievance it may be referred to arbitration. It is understood that it will not be used to by-pass the regular grievance procedure.
- 7:10 Written warnings, suspensions, and discharges shall be given three (3) working days from the date of the misconduct. The time limits as outlined in the grievance procedure may be extended by mutual agreement.

## **ARTICLE 8 – SENIORITY**

- 8:01 (a) Until an employee has completed a probationary period of ninety (90) calendar days, he shall be considered as a probationary employee having no seniority rights. The discharge of a probationary employee shall be of a lesser standard than the just cause for seniority employees, including but not limited to unsuitability, and shall be at the sole and complete discretion of the Company. Upon completion of the probationary period the employee's name shall appear on a seniority list with a seniority date from the last date of hiring.

An employee's classification will be determined on the last day of his probationary period. This language will not be used to circumvent the job posting procedure.

- (b) Employees hired as students shall not attain seniority status and where their names appear on seniority lists will be noted as students. Students will be hired between the period April 1st and September 15th. The numbers and time duration of students hired in conjunction with a co-op program will be by mutual agreement with the Human Resources manager and the plant committee. Students will not be assigned to work daily overtime until all seniority employees in the department on their shift have been asked to work overtime. Students will not be assigned to work premium overtime (Saturday, Sunday and holidays) until all seniority employees in the department and qualified employees outside of classification have been asked to work the premium overtime.

8:02 An employee shall lose his seniority standing and the employee's name shall be removed from all seniority lists and his employment terminated for any of the following reasons:

- (a) if the employee quits his employment with the Company;
- (b) if the employee is discharged and such employee is not reinstated pursuant to the provisions of the grievance procedure herein;
- (c) if an employee has been laid off for a period exceeding eighteen (**18**) consecutive months or the length of his seniority (whichever is greater) without being recalled to work by the Company;

- (d) if the employee is absent from work for more than three (3) consecutive working days without notifying the Company unless it is physically impossible to notify, or without providing a satisfactory reason for such absence communicated to the Company. The Company shall endeavour to notify the Plant Chairperson if an employee has not returned within three (3) working days;
  - (e) if the employee has been laid off and fails to return to work within ten (10) working days after he has been notified by the Company to do so through registered mail addressed to the last address on record with the Company, or fails to notify the Company of his intention to return from lay-off within three (3) working days of notice by the Company unless in either case the employee provided a satisfactory excuse for his failure to do so communicated to the Company. The Company shall notify the Plant Chairperson in writing of all recalls from layoff;
  - (f) if the employee obtains a leave of absence by reason of misrepresentation, or overstays a leave of absence without providing a satisfactory excuse communicated to the Company. The Company shall endeavour to notify the Plant Chairperson should an employee overstay a leave of absence;
  - (g) if the employee retires. The Company shall furnish the Plant Chairperson with a current list of retirees upon request.
- 8:03 (a) In the case of a reduction in the work force, probationary employees shall be laid off first, provided those remaining are qualified to perform the work available. Thereafter the employee with the least amount of seniority shall be laid off, provided those remaining are

qualified to perform the work available according to the "Normal Instruction Agreement".

- (b) When a classification is reduced, the junior seniority employee(s) will be removed.

If a shift change will be required, an employee will have the right to stay on his shift on an open job, however **he** will not have the right to bump if an open job does not exist.

- (c) An employee will **return** to his former classification and shift when an opening exists as a result of a reclassification due to lay-off or classification reduction.

- (d) i) When a classification is permanently eliminated, an employee in the classification being eliminated will exercise his total company seniority for the purpose of displacing the most junior employee on his shift in the production group for which he is qualified to perform as described by the Normal instruction Agreement.

- ii) When a shift is being eliminated, the senior employees shall have the right to bump the most junior employee in his bid job classification. If there are no junior employees in his bid job classification, the Company shall offer a job in a similar classification, if an opening exists. If they refuse the Company reserves the right to reclassify by seniority. The junior employee who is bumped shall be offered a job in a similar classification, if an opening exists. If they refuse the Company reserves the right to reclassify by seniority.

- (e) When shift changes are necessary, senior employees shall be given preference.



- (f) The Company will notify the Plant Chairperson in writing of any reclassification changes in relation to article 8:03.
  
- (g) An employee on notice of indefinite layoff or on indefinite layoff will be permitted to write the CNC proficiency test, and if successful, will be placed in the CNC classification based on seniority as his bid job once the trial period is complete. An employee who has already written the proficiency test will not be allowed to write the test again unless he can demonstrate successful completion of education in the machining or CNC operation areas. The successful completion of the test must be completed within nine (9) months following the employee's layoff.

#### 8:04 NORMAL INSTRUCTION AGREEMENT

In order to exercise seniority for layoff and recall purposes the following guidelines will apply:

1. For all jobs in groups 6-9 in schedule "A", the employee will be shown the operational and safety aspects of the job in a hands-on manner but no training will be provided. For all jobs in groups 2-5 listed in schedule "A", he will be given five (5) working days training or the normal instruction period whichever is greater.
  
2. The employee must meet the standards of efficiency on the job within five (5) working days.

8:05 In the case of an increase in the work force, the employee on lay-off with the greatest seniority shall be recalled first, provided he is qualified to perform the work available according to the "Normal Instruction Agreement". Individual upgrading will be communicated to the Company for future consideration of recall.

- 8:06 As far as reasonably practicable, five (5) days notice of lay-off will be given to both an employee involved and the Union.
- 8:07 The promotion of employees to and from positions outside the bargaining unit is not subject to this collective agreement except that such employees will be entitled to accumulate seniority for a period of six months on return to a position, which is subject to this collective agreement. After that period they shall retain but not accumulate seniority. An employee returning to the bargaining unit may **return** when an opening is available and classified in that position, until such time as he is promoted to another **job**, but in any event he will only be entitled to **return** to the bargaining unit when there is an opening.
- 8:08 (a) When a position becomes vacant or a new job is created then the Company will advertise the group by classification and shift in which such vacancy occurs on the bulletin board for a period of three (3) working days, providing an opportunity to those employees for whom the advertised position represents a promotion, or a lateral transfer, to apply for the position.

It is understood that this provision shall only apply to the original vacancy and to one further vacancy created by filling the original vacancy. Prior to filling the 3rd and subsequent vacancies by outside hiring, the Company shall first allow employees currently in the classification of the third vacancy a preference of shift. Nothing contained in this provision shall prohibit the Company from hiring outside should no suitable applicants be available.

The Company will supply the Union with the names of all job applicants who have posted,

and if the trial period is to be unduly delayed beyond 10 working days, the Plant Chairperson will be notified.

- i) The applicant with the greatest seniority will receive preference and shall be awarded the job within Group 2-5. If the individual awarded the posting is unable to perform the job within the trial period, then the next applicant with the greatest seniority shall be awarded the job.

For jobs in Groups 6-9, only where the qualifications as between applicants are relatively equal, will the applicant with the greatest seniority receive preference and be awarded the job.

- ii) An employee awarded a job and then withdrawing his bid prior to commencing the trial period will not be considered eligible for any other jobs for a period of 40 days from the date he was awarded a job.
- iii) The applicant selected by the Company shall be notified within three (3) working days following the completion of the posting period, and when appointed shall be given a (7) seven day trial period. Jobs requiring a longer trial period will be so noted on the posting. An employee may return to his former position during the first seven days of the trial period.
- iv) The Company will not be required to consider an applicant who has commenced the trial period as a result of this provision during the previous six-month period.

- (b) Vacancies remaining open will be re-posted after twenty (20) days. The Plant Chairperson shall receive a current list of all open jobs.
- (c) Employees absent from the plant may bid on posted jobs providing they make their intentions known in writing to the Human Resources Manager prior to being absent from the plant and be able to accept the job award within ten (10) working days, vacation time excepted.
- (d) When an employee is absent from the workplace due to entering an L.M.R. or long term medical restrictions that prevent him from returning to work, the Company and the Union shall meet, and provided there is mutual agreement based on medical evidence that the individual is unlikely to return to his bid job, the job will be posted. In the event an employee is capable of returning to work, he shall be accommodated in accordance with the ESRTW program and the seniority provisions of the collective agreement.
- (e) Notwithstanding the language in the current collective agreement, the determination of employee eligibility to be trained as a CNC Operator classification in Group 7 will follow the following format.
  - i) **POSTING:** The Company will post specific qualifications for employees to be considered as candidates for CNC Operator classification openings.
  - ii) **SELECTION CRITERIA:** Candidates will be selected from among the bidding employees based on skills and abilities as supported by available documentation relating to machining or CNC operation.

As per section 8:08 (a) of the collective agreement, where qualifications between applicants are relatively equal, then the employee with the greatest seniority shall receive preference.

- iii) PROFICIENCY DEMONSTRATION: The top two candidates given preference will be asked to complete a two-part CNC proficiency test before being granted the trial period.

If more than one employee passes the proficiency test, then the employee with the highest seniority will be granted the trial period.

- iv) ELIGIBILITY: An employee who has already written the proficiency test will not be allowed to write the test again unless he can demonstrate successful completion of education in the machining or CNC operation areas.

- (f) Under the following conditions an employee may post down:

- 1) Mutual agreement of the Committee, Foreman and Plant Manager.
- 2) By a Doctor's recommendation (Medical).
- 3) If an employee posts down, he will no longer be entitled to post back to the posted job he left for six (6) months.
- 4) An employee will be entitled to post down once during an eighteen (18) month period.
- 5) In the event that an employee requests his removal from a position which he has posted to and there is no posted opening, he will be

required to move to the general machine operator classification.

- 8:09** A seniority list containing the employee's job classification and pay group shall be provided to the Union every three (3) months and it shall also be posted at the time clock. The Union may up-date its seniority list at any time. The seniority list generated will be numbered consecutively; clock numbers will differ from seniority numbers. The Union will be notified in writing when an employee quits or is retired.
- 8:10** (a) A temporary transfer will not exceed a five working day period unless extended by mutual agreement.
- (b) In the event an employee is temporarily transferred for a period of time in excess of (1) one shift to a higher rated job classification he shall receive the pay of the higher rated classification for the full period of the transfer. If an employee is temporarily transferred to a lower rated job classification, the rate of pay of his normal job classification will be maintained.
- (c) i) When an employee is transferred for less than one shift, no transfer slip will be issued.
- ii) When an employee is transferred for more than one shift and less than five shifts, a copy of the transfer slip will go to the employee and a copy to payroll.
- iii) When a transfer is extended beyond five days by the mutual consent of the employee and the foreman, the individual must sign his copy and a copy of this given to the Plant Chairperson. This clause will not be used to circumvent the posting procedure. When an employee is transferred beyond five (5) days,

the Company will offer the temporary transfer to the most senior employee from the affected classification on the shift. Transfers will only be offered to employees who are capable of performing the work.

- (d) Employees may be transferred by the Company to an alternate shift and/or classification for health reasons providing a more senior employee is not displaced.
- (e) Employees may be transferred to an alternate shift by the Company for additional training for a time not exceeding the length of the trial period of such jobs.

Employees may be transferred for personal reasons satisfactory to the Company if an opening exists in their classification on an alternate shift and the length of such transfer shall not exceed (20) twenty working days.

## **ARTICLE 9 - PRODUCTION STANDARDS**

9:01 It is the right of the Company to establish and enforce production standards and Univel has been determined as the method.

Production standards shall include allowances as follows;

Personal and Delay -- will not be less than 7.3%

Fatigue -- will vary, depending on the job.

Total Allowance -- consisting of Personal, Delay and Fatigue will not be less than 10.5%.

- (a) Such production standards shall be fair and equitable and shall be set on the basis of normal working conditions, the quality of workmanship and the normal working capabilities of normal,

experienced operators, who is someone who holds the job posting.

- (b) Production standards shall be set and maintained by the Company through the use of experienced methods analysts.
- (c) Jobs may be restudied when there is a change in materials, tools, machinery, equipment, methods, design, or where a clerical error has been found. Only the affected elements shall be changed and only to the degree of change shown by a restudy.
- (d) The Union shall have the right to process grievances on disputed production standards through the grievance procedure. In processing grievances on production standards, the Union shall be allowed to bring in a Time Study Expert from the National Union. The Company shall make information available to him and the Union shall have the right to request a restudy if the job appears improperly studied. If a Union Time Study Expert is utilized under this section, the cost of such service shall be borne by the Union. Refer to Article 6 of this Appendix for specific procedures on grievances over production standards.
- (e) In the event a controversy exists in reference to the standard as established in the foregoing paragraphs, a grievance shall be written, whereupon the Company agrees to restudy the job within forty eight (48) hours of the filing of the grievance, providing the job is in production at the time or within twenty four (24) hours after the job is again in production. The time limits as outlined above may be extended by mutual agreement.



9:02 The Company will establish production standards according to the procedure set forth in Section 9:03 of this Article. The Company will make available to the Union upon request complete data showing the basis upon which a particular standard was determined. Production standards, when established, will be given a fair trial period. A minimum fair trial period will be (2) two days or two (2) normal production runs of less than eight (8) hours and a maximum of five (5) days or five (5) normal production runs of less than eight (8) hours.

- (a) When a standard is to be established on a job, the Company shall specify the tooling, methods, layout, speeds and feed and production techniques to be used.
- (b) Before an operation is studied, the methods analyst shall establish in conjunction with the operator and the foreman if necessary, the method of operation for the operation being studied.
- (c) Before an operation is studied, the operator will be notified that a study is to be taken.
- (d) No probationary employee shall be studied for the purpose of setting a standard.

9:03 The following procedure shall be used to establish standards:

- (a) The methods analyst shall record the following:
  - i) The breakdown of elements of the operation in their sequence of performance, a description of the elements outlining the methods and motion pattern to be followed in the performance of the operation.

- ii) A description of the tooling, methods, layout, speeds and feeds, and production techniques to be used.
  - iii) A description or identification number of the equipment upon which the operation is performed, and date of study.
  - iv) The amount and frequency of inspection, if any, to be performed by the operator.
  - v) A detailed sketch of the working area, including the location of stock, and the location of the finished work container.
- (b) To determine the production standard, the analyst shall use the following procedure:
- i) The work as it is being performed **by** the operator will be filmed until the analyst feels he has covered the process. The analyst will make all reasonable efforts to avoid facial shots.
  - ii) The analyst then uses the film to breakdown the method used to manufacture the part and records all aspects of the method found within the full methods report.
  - iii) The analyst will then use the standard Univel procedure to develop the allowance for the particular study.
  - iv) The Univel system will generate the standard time and allowances found within the full methods report.
- (c) After the study has been completed:

- i) The industrial engineering department will furnish to the production department involved operation description sheets which will contain a complete description of the job as covered by the study, and from this point on the job will be run in accordance with this information.
- ii) The Univel observation sheet, and all supporting data and supplementary documents used to record information pertaining to the job shall be kept in a permanent file by the industrial engineering department. Films will not be kept in the permanent files and will be disposed of at an appropriate time following the implementation of the study and in no event no later than thirty (30) days.
- iii) At the conclusion of the study, the employee who has been studied shall be advised of the production standard.

9:04 On being assigned to a job for which a production standard has been placed in effect, the employee shall be advised by his foreman as to what such standard is. Continued failure or refusal of an employee to produce on the basis of such production standards shall be considered due cause to discipline, unless the failure is due to causes beyond his control, or a grievance is in process on such production standard. When the Company contemplates disciplinary action for failure to perform in accordance with production standards, the Union Steward shall be notified promptly that the employee has been given the first warning and the reason for such warning.

#### 9:05 Time Study Steward:

- (a) One employee will be selected by the Union. The employee selected will not be a member of the Union committee or the health and safety committee.
- (b) The time study steward is to serve for a minimum of three (3) years. This is not intended to preclude the Union's right to replace an unsatisfactory steward.
- (c) The designated time study steward will be required to obtain Univel certification. Any additional training will be by mutual agreement. The companies cost for training will be limited to time off with pay for a maximum of three (3) weeks, on a one time basis every three (3) years. Univel training will be conducted in house. If the time study steward becomes part of management, then this section will be used for the training of a new time study steward.
- (d) All provisions of articles 6:01, 6:02 and 6:03 will apply to the time study steward except that this individual will not be a member of the bargaining committee.
- (e) Any negotiations regarding Article 9:00 will include the Union Time Study Steward.

#### 9:06 Stewards Complaint and Grievance Procedure:

- (a) A complaint on a standard shall be referred directly to the foreman involved and the Company Methods Analyst. If not resolved at this point, the complaint shall be referred to the Union Steward responsible for the area in which the problem exists. The Union Steward will be provided with all relevant data. If the Union

Steward is unable to resolve the complaint the Time Study Steward will be requested.

- (b) In his investigation of a complaint, the Time Study Steward will be paid at his straight-time hourly rate, (including COLA). However, before leaving his work station the Time Study Steward must first obtain permission from his foreman before reporting to the Company Methods Analyst. Upon returning to his work station, he must report to his foreman. Permission to investigate a complaint will not be unreasonably withheld.

The Union Time Study Steward's shift may be changed or modified for the purpose of investigating and reviewing a rated job which is under protest, but will not involve the payment of overtime.

- (c) The Time Study Steward shall review the standards and data supporting the standard in question with the Company's Methods Analyst. If not resolved, the Union Time Study Steward shall have the right to time study the operation in question, however the Company's Methods Analyst will be advised prior to his study. A copy of the Time Study Steward's method and observation sheets will be given to the Company's Methods Analyst and jointly reviewed following his investigation. A clipboard and stop watch can be made available for use by the Time Study Steward through the Company's Methods Analyst.

If the Union Time Study Steward and the Company's Methods Analyst do not resolve the problem at this step, the matter shall be referred to the Company-Union meeting under Step 3, Article 7.

Failing agreement, the Union may elect to follow the procedure contained in Article 7, Arbitration of the Agreement.

- (d) In the event of a disagreement with respect to a rate, the Union Time Study Representative shall be furnished a copy of the complete study, if he requests. Employees operating jobs which are under protest will be notified that they are off standard, by so noting on the daily job sheets.

9:07 The Company agrees to remove production notations as they relate to univel from an employee's record one (1) year after the giving of such production notation unless within the one (1) year period the cause for the notation is repeated, in which case the one (1) year period referred to above is waived.

9:08 In addition, the Company agrees to pay expenses of up to \$750.00 for a two week period for additional training as agreed to under section 9:05(c) on the initial training.

## **ARTICLE 10 - LEAVE OF ABSENCE**

10:01 Any employee may apply and the Company may grant a leave of absence without pay but with benefits if reasons satisfactory to the Company are provided. All requests for leave of absence must be submitted in writing by employees. The Company will consider the merits of the individual employee's request. The Company will provide a reason to the employee and the Plant Chairperson in writing why such leave has been denied.

The Company will provide the Plant Chairperson with a list of employees on approved leaves of absence.

- 10:02 In the case of sickness, accident or compensation which render the employee incapable of working, a leave of absence without pay but with benefits shall be granted up to a maximum of three years continuous and the Plant Chairperson will be given written notice.
- 10:03 (a) The Company shall grant a leave of absence without pay but with benefits for the purpose of attending scheduled Union events such as conventions, schools, and conferences, provided that no more than *two* (2) employees are absent at any one time, that no more than an aggregate total of forty (40) man-days per year are used for such leaves and that one (1) weeks notice is given to the Company for such leaves.
- (b) Provided an employee gives a minimum of one weeks' advance notice the Company will grant a leave of absence without pay or benefits to one employee for a period of up to one year to an employee who is appointed to a full time Union staff position. Such leaves may be renewed upon annual application.
- 10:04 The Company may grant a leave of absence without pay but with benefits for a period of up to six (6) months for the purpose of serving a jail sentence as the result of a conviction arising out of the operation of a motor vehicle. Any conviction over six (6) months will be reviewed by the Human Resources Manager.
- 10:05 During any period that the Canadian Government has declared that a state of war exists, the Company shall grant a leave of absence without pay or benefits to any employee who is drafted or who volunteers for active service with the Canadian Armed Forces.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11:01 The normal work week shall consist of five (5) eight (8) hour shifts. The hours of work are stated solely for the purpose of calculating overtime, and nothing contained in this agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.
- 11:02 An employee who is required by the Company to work in excess of forty **(40)** hours per week or eight (8) hours per day shall be paid at a rate of time and one-half his straight-time hourly rate for such excess hours. Employees required by the Company to work on Saturday shall be paid time and one-half their straight-time hourly rate for all hours **so** worked, and an employee required by the Company to work on Sunday shall be paid double his straight-time hourly rate for all hours so worked, it being understood that this provision shall not apply to employees employed on seven-day continuous operations. There shall be no addition of or pyramiding of overtime rates provided by various provisions of this collective agreement.
- 11:03 When daily overtime is required such overtime will be divided among the operators in the classification and on the shift beginning with the employee with the lowest hours (and greater seniority if hours are equal).

Premium overtime (Saturday, Sunday and holidays) shall be used to equalize both daily and premium overtime among the operators in the classification regardless of shift.

Recognizing that due to production requirements and resulting overtime a situation could develop where one shift accumulates more overtime opportunities than another shift. The Company will



endeavour to equalize hours between shifts by either offering overtime opportunities to the low hour shift during the work week or scheduling overtime on a premium day.

In no case will the Company be under obligation to offer overtime to an employee who is not capable of performing the work required.

Employees not reporting for overtime as scheduled will be charged two times (2X) the missed opportunity, unless a reason satisfactory to the Company is provided.

When an employee is reclassified or has bid into a new classification, the employee will take the average of the new group or maintain his original overtime hours, whichever is greater.

A new employee will take the average of the group. An employee who refuses overtime offered will have the amount added to his accumulation.

An employee who works overtime outside of his classification will have such overtime noted as out-of-group and added to his total hours. Out-of-classification overtime hours, will not be used in overtime averaging.

A record of overtime will be posted bi-weekly and hours recorded will be by hours paid and a copy will be given to the union.

If the correct low hour employee in a classification is not offered an overtime opportunity the issue will be raised within fifteen (15) working days following the posting of such hours and the employee will be given the next available overtime opportunity. If a second opportunity is missed the employee will be paid for both occurrences (only if the employee protested the first occurrence).

11:04 In no case will the Company be under any obligation to offer out-of-classification overtime to an employee who is not capable of performing the work.

The Company will maintain a list of those employees who wish to work this overtime and it will be assigned to the most senior employee(s) on the list. The hours will be recorded on the overtime list, and the wage rate paid will be the rate of the work being done. If an employee eligible for out of classification overtime is "missed they will be given the next available out of classification overtime for which they are eligible.

All employees are eligible to have their name added to or removed from the list at any time, but no more than twice in any calendar year. If an employee refuses two consecutive overtime assignments he will not be eligible for further overtime assignments for the remainder of that month and the two months following.

11:05 When operating on a single shift, the plant will operate on an eight (8) hour shift. When operating two shifts, the plant will operate on either two eight (8) hour shifts or an eight (8) hour day shift and a ten and one-half (10 ½) hour afternoon shift. When operating on three shifts, the plant will operate on three eight (8) hour shifts.

When operating on an eight (8) hour shift with a paid lunch, there shall be one 10 minute break one-third into the shift and a 20 minute paid lunch two-thirds into the shift and a two minute clean up at the end of the shift.

When the afternoon shift is operating on a ten and one-half (10 ½) hour shift with an unpaid lunch, there shall be a ten-minute rest period during each

half of the shift and a five minute personal wash up at the end of the shift.

There shall be a ten-minute rest period prior to starting overtime at the end of the scheduled shift, providing that the overtime is to be at least two (2) hours in length.

The Company reserves the right to determine whether the plant operates on one shift, two shifts, or three shifts and the shifting arrangement used for the afternoon shift, upon 30 calendar days notice, unless business conditions are such that a lesser notice period is required.

**11:06** When the afternoon shift is operating on a ten and one-half (10 ½) hour shift, the employees will work each day Monday through Thursday at their straight-time hourly rate including C.O.L.A. and shift premium.

For the purposes of Bereavement Leave, these employees shall receive ten (10) hours pay at their regular straight-time hourly rate including C.O.L.A. For the purpose of jury duty and subpoenaed witnesses, these employees shall receive ten (10) hours pay at their regular straight-time hourly rate including C.O.L.A., providing however, that where the employee is on call for Jury Duty or has been subpoenaed, and is not required to be present to fulfil such duties as are required, he shall report to work.

During a week where more than one holiday occurs, the afternoon shift will be based on an 8-hour workday with paid lunch. For all other holidays, afternoon shift employees will receive ten (10) hours pay at their regular straight-time hourly rate including C.O.L.A.

11:07 Employees scheduled to work on either the afternoon or night shifts shall receive a premium of \$.55.

11:08 All employees overtime hours on the overtime report will be reduced to zero upon the signing of a renewal agreement.

## ARTICLE 12 – HOLIDAYS

12:01 All employees will be paid at the regular straight time hourly rate of pay (including COLA) for each of the following holidays:

### Woodstock Holidays 2005 - 2008

	2006	2007	2008
New Year's Day	Jan 2	Jan 1	Jan 1
Good Friday	Apr 14	Apr 6	Mar 21
Victoria Day	May 22	May 21	May 19
Canada Day	Jun 30	Jul 2	Jun 30
Civic Holiday	Aug 7	Aug 6	Aug 4
Labour Day	Sep 4	Sep 3	Sep 1
Thanksgiving	Oct 9	Oct 8	Oct 13
Christmas Shutdown	Dec 25	Dec 24	Dec 24
	Dec 26	Dec 25	Dec 25
	Dec 27	Dec 26	Dec 26
	Dec 28	Dec 27	Dec 29
	Dec 29	Dec 28	Dec 30
		Dec 31	Dec 31

12:02 Any employee required to work on any of the above holidays shall be paid at double his straight-time hourly rate for all hours so worked in addition to receiving his holiday pay.

12:03 In order to qualify for holiday pay an employee must have worked his scheduled working day prior to and his scheduled working day following such

holiday. An employee who is absent from work on either of the qualifying days will receive holiday pay provided he gives a reason satisfactory to the Company for his absence, but in any event he must have been at work during the period of seven (7) days preceding the holiday or the period eight (8) days following the holiday.

12:04 In the event that one of the above paid holidays falls on a Saturday or Sunday, the following Monday will be observed as the holiday or another day by mutual agreement unless decreed otherwise by government legislation.

12:05 For the Christmas/New year's period, failure to work either one or two ~~of~~ the qualifying days in Article 12:03 will result in the loss of either one or two day's holiday pay but not the total number of days, provided he is otherwise qualified to receive holiday pay.

## **ARTICLE 13 – VACATIONS**

13.01 Each employee, prior to the first day of July in any year, shall be entitled to vacation with pay in accordance to their length of seniority.

(a) Employees with less than one (1) years seniority on the qualifying date (July 1) shall receive four percent (4%) of their gross earnings. Employees attaining one (1) year seniority by September 30 will be entitled to two (2) weeks vacation. This entitlement may be scheduled during the shutdown period.

(b) Employees with one (1) to five (5) years' seniority will receive four percent (4%) of their gross earnings (excluding vacation pay) and two (2) weeks vacation.

- (c) Employees with five (5) to thirteen (13) years' seniority will receive six percent (6%) of their gross earnings (excluding vacation pay) and three (3) weeks vacation.
- (d) Employees with thirteen (13) to twenty-five (25) years' seniority will receive eight percent (8%) of their gross earnings (excluding vacation pay) and four (4) weeks vacation.
- (e) Employees after twenty-five (25) years' seniority will receive (12%) of their gross earnings (excluding vacation pay) and five (5) weeks vacation and may elect to take an optional sixth (6th) week provided they submit their request to the company no later than 31 March.

13.02 Vacation pays will be distributed on the first full pay period following July 1st of the current year regardless of when the vacation is being taken. A full calculation of vacation pay will be given to the employee with his pay receipt.

13.03 If an employee takes a minimum of one (1) week's vacation prior to vacation pays being distributed he shall, upon request, receive pay for time taken, but only if taken in weekly increments.

13.04 All employees must take their full vacation entitlement prior to December 31st of each year.

13.05 Employees shall have the option to have their vacation time prorated should they be affected by a long-term lay-off, illness or injury during the time period noted in article 13:01. (Vacation shut-down excluded).

13.06 An employee will not be required to take his vacation if he is absent due to illness or injury prior to the time of his scheduled vacation, unless there is a complete plant shutdown.

13:07 In the event that a statutory holiday is observed within the employee's assigned vacation period in any current year, the employee may take an additional day off at the end of his vacation, or schedule it at a later time mutually convenient to the Company and the employee.

13:08 All vacation requests will be subject to the Company being able to maintain an efficient operation. In the event of a plant shutdown the Company will endeavour to give the employees at least four **(4)** months advance notice. The shutdown will normally be the last week of July and the first week of August.

A vacation schedule will be prepared each year beginning on March 1st. Employees shall request their choice of dates and in the event of a conflict seniority shall prevail. If an employee does not request his choice of dates by March 31st, he shall not be allowed at a later date to bump another employee.

All production employees who have vacation entitlement must schedule it to cover the plant shutdown. Employees who have scheduled their entire vacation entitlement prior to March 31st will be responded to by April 15. After April 15, should the employer schedule production during the plant shutdown, employees and students without vacation entitlement will be assigned to work. Employees willing to work during the shutdown will be given 2 weeks to resubmit new vacation requests and the most senior employees will be selected to fill production openings provided they are qualified to perform the work.

Employees who have vacation time in excess of the shutdown or who are required to work during same, will be allowed to schedule their vacation at a time

mutually convenient to the Company and the employee, but all requests must be submitted no later than October 1st of the current calendar year or it will be scheduled by the Company.

The Company will meet with the union in advance of posting the manpower selection list for the summer shutdown period.

#### **ARTICLE 14 - NO STRIKES OR LOCK-OUTS**

14:01 There shall be no strike or lock-out so long as the collective agreement continues to operate. The word "Strike" and the word "Lock-out" shall have the meaning as set out in The Labour Relations Act, R.S.O. 1995 and subsequent changes thereto.

#### **ARTICLE 15 - UNION SECURITY**

15:01 It is agreed by the parties that all employees shall sign a union membership card and shall remain members of the Union. The Company agrees to give to each new employee on completion of the probationary period a copy of the Collective Agreement.

It is also agreed by the parties that all present employees of the Company shall pay union dues and initiation fees. All new employees hired shall have deducted from their pay the monthly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay the Union initiation fee, which will be checked off by the Company.

The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In



case of any conflict the Bylaws or Constitution of the National Union shall govern.

The Company agrees to forward to the Financial Secretary of the appropriate Local Union by check each month, by the end of the current month following completion of the first full week of the month from which deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of each Local Union will notify the Company of any changes in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.

The Company will forward a list of names and addresses and phone numbers of bargaining unit members to the Financial Secretary-Treasurer of Local 636 on a regular basis and updated as required. [Note: Employees with unlisted numbers or who request in writing that their number not be released shall not be included on the list.]

Union dues deducted will be added to the employee's T-4 slip.

## **ARTICLE 16 – WAGES**

16:01 Schedule "A" contains the present job classifications and the applicable hourly rates. The parties shall meet and discuss any new job classifications or deletions/deductions of the job classifications during the life of the agreement.

16:02 (a) The total Cost of Living Allowance (C.O.L.A.) outstanding as of January 18, 2006 is \$.95. Effective upon ratification of this Agreement, \$

.30 will be rolled into the hourly wage rates. Effective on December 16, 2006 a further \$ .30 will be rolled into the wage rates, and effective on December 16, 2007 a further \$ .35 will be rolled into the hourly wage rates.

- (b) Beginning on January 18, 2006 the C.O.L.A. formula will be one cent (\$ .01) per hour for each .1084 increase or decrease in the Consumer Price Index as published by Statistics Canada. 1986 = 100.
- (c) The first C.O.L.A. adjustment will begin in the first pay period following the publication of the Consumer Price Index in April 2006 . Any adjustment upwards or downwards thereafter will be made quarterly.
- (d) The maximum amount of new C.O.L.A. to be paid in each year of the collective agreement will be as follows:
  - First year -- \$ .50
  - Second year -- \$.50
  - Third year -- \$ .50

In the event that the maximum allowance in the current year is not used, then the unused allowance will be applied to the maximum C.O.L.A. allowance in the immediate next year following.

- i) Notwithstanding the above, in the event that the maximum allowance in 2006, 2007 and 2008 is not used, then the unused allowance will be applied to the general wages in October of each year. These unused allowances will be applied to the general wage rates in October of 2006 of the unused 2006 maximum amount, in October of 2007 for the unused amount in 2007, and for the unused 2008 maximum amount in October of 2008.

This method' of C.O.L.A./general wage increase will apply for the duration of this collective agreement only.

- (e) Any C.O.L.A. adjustments will be paid only in respect of hours worked and will not be incorporated into the hourly wage rates except as provided in 16:02(d) above. Students will be paid hourly wage rates but will not be paid any C.O.L.A. allowance.
- (f) No adjustments, retroactive or otherwise, will be made in respect of any revision that may subsequently be made in the Consumer Price Index figures used for any quarterly adjustment.
- (g) Continuance of the C.O.L.A. will be dependent on the availability of the official Statistics Canada Consumer Price Index calculated on the same basis as the Index presently in force (1986=100). Should this method be replaced by another, the parties will determine how the formula should be adjusted to the new method.

## **ARTICLE 17 – GENERAL**

17:01 The Company shall provide an encased bulletin board for the use of the Union, located in a prominent place, for the posting of Union notices, provided that such notices to be posted have the prior approval of the Company.

17:02 The Company will make every effort to provide for the safety and health of the employees during the hours of their employment. In this regard the Union shall have the right to appoint two (2) employees to act as members of a safety committee and management will have two (2) members. Any additions to the safety committee will be by mutual

agreement. The Company will recognize a safety representative to represent the employees on the second and third shift.

- 17:03 Employees who are injured at work and who are unable to continue at their job, or at other work considered suitable, shall be paid at their regular straight-time hourly rate (including C.O.L.A.) for the balance of the shift on which the injury occurred provided the employee receives medical attention on the date of the injury.
- 17:04 In the event of an employee suffering a major disability, the Company and the Union by mutual agreement may make an exception to the job posting provision in favour of such an employee.

The company and union recognize the ESRTW procedure and have established an ESRTW committee to administer the procedure.

- 17:05 (a) Employees reporting for work who have not been previously advised not to report to work, and for whom no work is available, will be paid four (4) hours pay at the employee's regular straight-time hourly rate. The provisions of this section shall not apply when the lack of work is due to storms, power failures, other acts of God, or labour disputes.
- (b) An employee called back to work after completing his regular shift and having left the plant or on a Saturday, Sunday, or any holiday not previously scheduled, shall be paid a minimum rate of four (4) hours at his regular straight-time hourly rate or the actual hours worked at the applicable overtime rate, whichever is greater.
- 17:06 In the event of death of a father, mother, father-in-law, mother-in-law, step parents, brother, sister, and

grandchildren, an employee will be permitted time off with pay at his straight-time hourly rate (including C.O.L.A.). The length of such absence with pay shall not exceed three (3) working days.

In the event of a death of spouse, common-law-spouse, son, daughter and stepchildren, five (5) days off with pay under the same conditions as outlined above.

One (1) working day with pay at the same rate as above shall be provided in the event of a death to a brother-in-law, sister-in-law, son-in-law, daughter-in-law, and the employee's grandparents.

17:07 The Company agrees to make up the difference between the statutory pay for jury duty and subpoenaed witness and the employee's straight-time hourly rate (including C.O.L.A.), of any employee who is required to serve on a legally constituted jury or as a subpoenaed witness. Such compensation shall be payable only if the employee gives the Company prior notice of such jury duty call or requirement to attend as a subpoenaed witness and presents proper evidences as to the duty performed.

17:08 The Company will contribute towards the purchase of safety shoes to each employee with one (1) year of seniority. Effective December 16, 2005 the Company will pay \$120. Effective December 16, 2006 the Company will pay \$130 to each eligible employee. Effective December 16, 2007 the Company will pay \$135 to each eligible employee.

The safety shoe allowance will be added to the second pay in January of each calendar year.

17:09 The Company will contribute towards the purchase of prescription safety glasses, provided the employee furnishes a receipt for such purchase and

has one (1) year seniority, in the amount \$115. Effective December 16, 2007 the amount is \$120.

Safety glasses will be C.S.A. approved industrial. The safety glass allowance, to the stated maximums, will be paid out at the time CSA approved Industrial safety glasses are purchased and the employee presents the original sales receipt to the Human Resources Manager.

- 17:10 In the event that an employee breaks one of his tools in the performance of Company duties, then the Company will replace the tool with one of comparable class. The Company will provide welders with aprons, sleeves, caps, gloves, and, as required, foot shields. The Company will provide an initial weld helmet to welders in class 7 and 8. Replacement helmets and lenses will be provided upon return of the original. Individuals will be responsible for maintenance, care, and loss of the helmet. The Company will provide coveralls for individuals in Set-Up (Press) in group 6, individuals in group 9, and Skilled Trades.
- 17:11 In the event of a pay error involving an overpayment or an underpayment, it is agreed that adjustment will be made retroactively for the applicable period, but such period shall not exceed three (3) calendar months prior to the registering of a complaint by an employee or discovery date by the Company.
- 17:12 It will be the responsibility of an employee to keep the Company informed of his correct address and telephone number.
- 17:13 The Company will pay employees weekly by bank direct deposit to the employee's account.
- 17:14 The holiday pay will be deposited on the next pay period after the vacation and Christmas shutdowns.

17:15 The Company agrees to continue the present smoking policy. If the policy is abused the Company reserves the right to take whatever action is necessary to correct the abuses.

17:16 Effective December 16, 2004 the Company agrees to pay into a special fund one cent (\$0.01) per hour worked per employee for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employees in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the CAW National Treasurer, 205 Placer Court, Toronto, Ontario, M2H 3H9.

17:17 Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment.

## **ARTICLE 18 - EMPLOYEE BENEFIT PROGRAM**

18:01 The Company will pay 100% of the following benefits:

(a) Semi-private Hospitalization

(b) Life Insurance and Accidental Death & Dismemberment Insurance;

\$35,000 effective December 16, 2004

\$36,000 effective February 27, 2006

\$37,000 effective December 16, 2006

The Company shall notify the Plant Chairperson in writing when life insurance is paid out. Only employees who are actively at work are qualified for changes to benefit levels.

(c) O.H.I.P.

- (d) Prescriptions Drug Plan –35-cent deductible. The plan will pay for generic drugs only unless otherwise prescribed by the employee's physician as being medically necessary, because the generic drug is inappropriate in the circumstance. Effective the first of the month following ratification one Zyban (3 mo.) treatment, one time for employee only will be provided. Dispensing fees will be capped at \$8.00 and effective December 16, 2006, \$9.00. The company will post a quarterly letter advising employees of current dispensing fees in Woodstock.
- (e) Weekly Indemnity – Weekly indemnity will be \$450 effective December 16, 2005 and \$470 effective December 16, 2006 and \$495 effective December 16, 2007. Commencement of payment will be for the first day of accident, the first day of hospitalization, the first day of out patient surgery, the fifth calendar day of sickness. The maximum period of coverage is 39 weeks. This improved benefit is accepted by the Union as satisfactory proof of an employee's share of the Unemployment Insurance premium rebates, which will then be provided to the Company. Income Tax to be deducted by the carrier at 20%.

Upon the employee's request the Company will fill out it's portion of the weekly indemnity form first, such that after the doctor's visit the employee can send in the form himself in order to maintain confidentiality.

- (f) A pension plan is provided in the following amounts: \$31.00 per month times years of past and future service and increasing to \$32.00 per month times years of past and future service effective December 16, 2006 and increasing to



\$34.00 per month times years of past and future service effective December 16, 2007.

Effective January 27, 1997 an early retirement unreduced normal retirement pension at age 62 years with a minimum of 30 years credited service. Employees electing early retirement at age 62 with 30 years will have the drug plan to age 65.

Effective January 24, 2000 the Company agrees to provide a monthly Supplementary Pension benefit payable to any member who retires early and meets the criteria for an Unreduced Early Retirement pension. The amount of the monthly Supplementary Pension for each year of credited service, to a maximum of 30 years, will be \$10.00. The Supplementary Pension will be payable on an unreduced basis.

- (g) Blue Cross Dental Plan No. 7 or equivalent at one (1) year behind the O.D.A. fee schedule. Denture rider at 50% co-insurance with a \$500.00 maximum per calendar year effective April 1, 1991. Cleaning/recall procedures subject to once every 9 months only.
- (h) Vision Care - Dependent vision care is provided for each dependent during a 24 consecutive month period at the rate of \$200.00 effective the first month following ratification. The vision care benefit is for reimbursement of the cost of eye glasses/lens or contact lenses and for the cost of eye examinations.
- (i) Life Insurance, AD&D, Semi-private, Prescription Drug Plan, Dental and Vision care to continue to the end of the month in which lay off occurs.

18:02 Optional dependent life insurance (subject to approval) will be available at the employee's cost through payroll deduction.

## **ARTICLE 19 - SKILLED TRADES**

19:01 (a) Skilled Trades for the purpose of this Agreement shall be as follows:

Tool & Die Maker  
Millwright

(b) The parties shall meet and discuss any new skilled trades classifications that are created during the term of this Agreement.

19.02 (a) A separate seniority list for skilled trades will be maintained. Seniority on the skilled trades' seniority list shall be by trade. Employees presently working under classifications listed in 19.01 shall have their total seniority credited to the skilled trades' seniority list.

Future employees entering the skilled trades shall have their date of entry into the skilled trades as their seniority date. Employees successfully completing the apprenticeship program will have their seniority date set as the date of entry to the apprentice program.

(b) If a classification listed under 19.01 is eliminated, employees in the skilled trades affected will exercise his total Company seniority for the purpose of displacing the most junior employee in the production group for which he is qualified to perform. Skilled trades may not return to the production classifications with the exception being elimination of a classification. The elimination of a shift under 8.03(d) will not constitute the elimination of a classification.

19.03 The Union may appoint and the Company will recognize a skilled trades steward to deal with skilled trades issues, only if there is no committeeperson as outline in Article 6:01 who is a skilled trades person.

The skilled trades representative will only represent an apprentice while the apprentice is actively sewing as an apprentice.

19.04 Any further hiring of new employees in the skilled trades' occupations after the signing of this agreement shall be limited to journeyman/women and apprentices, and holders of the CofQ.

19.05 The term "journeyman/woman" as used in this Agreement shall mean any person:

- (a) who presently holds a journeyman/woman classification in a skilled trades occupation, or
- (b) who has served a bona-fide apprenticeship of four (4) years - 8000 hours and holds a certificate which substantiates his claim of such services, or
- (c) who has eight (8) years of practical experience in the skilled trades classification in which he claims journeyman/woman's designation and can prove same. A CAW or UAW journeyman/woman's card will be accepted as proof.
- (d) Proof of journeyman/woman status will be shown to the skilled trades committeeman upon hiring.

19.06 Employees who post under Article 8:08 into classifications in group 9 listed in Schedule "A", will not assume skilled trades status until they have

completed an approved apprenticeship training program.

- 19.07** Any skilled trades employees covered under Article **19:01** shall have the amount of one-half (**1/2**) hours pay per year deducted from their pay in the month of January each year to be submitted to the Financial Secretary of Local **636** CAW along with a list of names for each deduction.
- 19.08** The Company agrees to supply the necessary data upon request to employees who wish to make application to the **C.A.W.** for journeyman/woman status.
- 19.09** Since many employees have an overlap in their job functions, nothing in these skilled trades articles shall be construed as limiting that practice.
- 19:10** The Company and Union recognize the Apprenticeship Plan and the established Joint Apprenticeship committee as specified in the plan. Any changes to the Apprenticeship plan will be handled through the Joint Apprenticeship committee.

Failure to complete the apprentice program or failure to pass academic sections of the program will result in a review of the employee's status as an apprentice, a second failure of an exam will result in the employee returning to an open **job** in the production classification.

- 19:11** It is recognized that from time to time there will be a need to contract out work. With full time supervision in the service and press departments, the continuity, organization, and scheduling required to maintain our dies are present. In particular, it is the company's intention to continue to improve the procedure for scheduling and prioritizing die work

which we anticipate will reduce the need for contracting out.

**Planning:**

Plant management shall meet quarterly to review with the CAW Skilled Trades Representative projected work loads, regarding the installations, maintenance, fabrication, repair, and service work of existing or new equipment.

**Training:**

When outside service contractors are called in to perform mechanical service work on new and existing production equipment, a millwright will be scheduled to work with the service person for the duration of the on-site repair work.

**Layoff-Recall:**

When Skilled trades employees are on layoff in a classification, the nature of which they customarily perform and consideration is being given to outside contracting said work, Skilled Trades employees will be given first priority for the work, before letting the contract provided they can perform the available work efficiently and cost competitively.

**Full Utilization:**

Although we will continue to have a use for sub-contractors on an as needed basis to supplement our current workforce, the first priority will be to fully utilize internal staff. It is the practice of the Company to fully utilize its own employees in maintenance skilled trades in the performance of maintenance work.

**ARTICLE 20 - LETTERS OF INTENT TO CONTRACT  
EXPIRATION DATE, DECEMBER 15, 2008**

**Paint Line**

Notwithstanding the language and classification structure in the current collective agreement, the Painter and Paint Line Handler, group 3 classifications will now be referred to as **PAINTER/PARTS HANDLER**, group 3.

The following are items of clarification between the parties:

- the maximum number of 'Painter/Parts Handler' for the day shift and afternoon shift will be four **(4)** and will follow the recommended rotation
- where a manpower shortage exists, the paint line may continue to operate with less than 4 operators
- the company will continue to pursue the elimination of painting miscellaneous product from the front booth based on capital expenditure appropriation
- the company reserves the right to change manpower loading based on future ergonomic studies and based on reduced volumes going through the paint line
- the company reserves the right to fully utilize the paint load station within the rotation

The Company reserves the right to cancel this agreement with one month's notice provided a change occurs which ergonomically justifies the reduction in the number of Painter/Parts Handlers.

**Mill and Broach Operator**

Notwithstanding the language and classification structure in the current collective agreement, to effectively utilize the Mill and Broach Operator when running fixed brackets, the company will transfer the operator to the Welder B classification for the duration of the run.

The following are items of clarification between the parties:

- The Mill and Broach Operator will be transferred to Welder B when running fixed brackets and paid the Welder B rate for the entire period.
- No welder senior to the Mill and Broach Operator will be affected by layoff during the period of the transfer.
- The company will provide the necessary training and support to assist the Mill and Broach Operator in meeting the test requirements for Welder B.

The company reserves the exclusive right to cancel this agreement at any time with thirty (30) days notice, unless business conditions are such that a lesser notice period is required. Both the Union and Company agree before this policy is cancelled, the parties will meet to discuss the issues.

### **Hot Weather Plan**

It is the intent of the Company to develop a hot weather plan by May 1, 2006 that will contain the following features;

- All employees will be trained annually to recognize signs, symptoms and prevention of heat related illness.
- Training will be provided by an external resource on signs, symptoms and recognition of heat related illness to supervisors, JHSC, and safety representatives on all shifts and the Union negotiating committee.
- JHSC will review and recommend modifications to the hot weather plan.

### **Tuition Refund**

It is the intention of the Company to encourage and financially assist employees in taking courses that will

develop their abilities to perform their jobs and / or upgrade their skills and provide opportunities when positions become available within the classifications.

#### Administrative Guidelines

- The Company shall reimburse tuition for approved courses and this payment will be made on the basis of fifty percent (50%) upon proof of registration and the fifty percent (50%) balance on verified successful completion of the course, provided that the company is not under a cost constraint program.
- All courses must be submitted to the Human Resources Department for approval prior to enrolment to be considered for tuition reimbursement. The approval of courses shall be at the sole discretion of the Company.
- To be considered, all courses must be sponsored by an accredited institution.
- Tuition reimbursement will not include the cost of books, materials, and other expenses.

#### **LEAN**

The union and company will work together to reduce the product and operating costs by jointly participating in the LEAN Manufacturing initiatives and activities.

Our goal is to achieve cost reductions from LEAN initiatives and activities which will result in sales growth and new opportunities wherever possible.

A LEAN Manufacturing Steering Committee will identify and prioritize the LEAN initiatives and activities prior to commencement of any workgroup involving bargaining unit employees. The Plant Chairperson will participate on the LEAN Manufacturing steering committee.

- 1) Participation in workgroups will include the necessary training and will be completed on company time.



- 2) Selection of bargaining unit employees participating in a workgroup will be by the LEAN Manufacturing Steering Committee but will be in concurrence with the Union Committee.
- 3) Any workgroups formed that includes bargaining unit employees will also include the plant chairperson or his designate.
- 4) Any workgroup formed that deals with ergonomic or safety issues will have their recommendations forwarded to the JHSC prior to implementation.
- 5) Workgroups containing bargaining unit employees shall not discuss issues that arise out of the collective agreement and shall not usurp the responsibilities of the Union and JHSC.
- 6) LEAN initiative training materials will be presented to the Union Committee prior to training bargaining unit employees.
- 7) All workgroup recommendations will be forwarded to the LEAN Manufacturing Steering Committee prior to implementation.

### Lump Sum Payment to Pensioners

Once during the life of this agreement, the company agreed to provide each pensioner with a lump sum payment in the amount of \$30.00 for each year of their credited service. This payment will be paid within 30 days of ratification.

## **ARTICLE 21 –TERMINATION**

21:01 This agreement shall become effective as of the 16th day of December 2005 and shall continue in effect until the 15th day of December 2008 at 12:00 midnight. Between September 15, 2008 and December 15, 2008, either party may give notice of any changes desired to the other party, and negotiations will commence at a mutually satisfactory date.

DATED at Woodstock, Ontario, this 22nd day of February 2006.

FOR THE COMPANY:

Kim Baechler  
Dorothy Deadman  
Odiel Verbrugge  
Harold Watling

FOR THE UNION:

Robert Orr  
John Griffioen  
Garry Gray  
Steve Smith

SCHEDULE "A"

Group	Classification	Feb. 27, 2006	Dec. 16, 2006	Dec. 16, 2007
1	Student	See Note Number 6		
2	Plant Janitor	21.16	21.51	21.91
3	Painter/Parts Handler General Machine Operator Mobile Equipment Operator Saw Cell Mittler Cell Nut Machine	21.23	21.58	21.98
4	Kit Assembly Landing Gear Skidding Tool Crib Attendant Press Operator Broach Operator Shipper Receiver Vertical Mill & Broach Op.	21.28	21.63	22.03
5	Heat Treat Operator Assembler – Landing Gear Assembler – Fifth Wheel Flame Cuter Operator Oiler & Light Maintenance	21.43	21.78	22.18
6	Set-Up (Press) Mag Particle	21.48	21.83	22.23
7	Welder "B" CNC Operator	21.53	21.88	22.28
8	Welder "A" Robot Set-Up & Operator	21.53	21.88	22.28

Group Classification	Feb. 27 2006	Dec. 16 2006	Dec. 16, 2007
9 Apprentice	21.95	22.30	22.70
Skilled Trades			
10 Tool & Die Maker Millwright	24.88	25.23	25.63

Notes:

- All operators except press operators do their own set-up.
- All newly hired employees will start at rate of 80% of the job rate for the first six months of employment. 90% of the job rate for the second six months of employment. 95% of the job rate for the third six months of employment. 100% of the job rate after eighteen months of employment.
- Rates include \$.30 COLA fold-in upon ratification, \$.30 COLA fold-in upon December 16, 2006 and \$.35 COLA fold-in December 16, 2007.
- During the plant shutdown period, employees assisting in cleanup and light maintenance will be paid the group 8 rate. The Company and Union will discuss requirements.
- In the event that the maximum COLA allowance in 2006, 2007, 2008 is not used, then the unused allowance will be applied to general wages. Increase in October of 2006 for the unused allowance in 2006, in October of 2007 for the unused allowance in 2007, in October 2008 for the unused allowance in 2008.
- Students shall be paid the start rate for the classification in which they are employed.

## SAFETY RULES

As outlined in the companies Health and Safety Policy, the safety and well being of our employees is a priority and is a responsibility which is to be shared by all. It is in the best interest of all parties to consider safety in every activity. The knowledge and application of plant safety rules are significant in preventing injuries or incidents. Compliance with plant safety rules and procedures is mandatory. Read the safety rules carefully, they are for your protection.

1. The use of personal protective equipment as prescribed is a requirement.
2. All employees working in the plant shall wear current C.S.A. approved safety glasses complete with side shields.
3. All employees working in the plant shall wear current C.S.A. approved metatarsal guard safety shoes.
4. All employees working outside the plant shall wear metatarsal guard shoes in the warm months and approved safety winter boots in the cold months.
5. All employees working in the plant shall wear current C.S.A. approved hearing protection at all times (specific areas may require additional protection).
6. All welders shall wear current C.S.A. approved welding helmets as well as the personal protective equipment outlined above. Welders shall also keep curtains properly hung and closed at all times when welding. Welders are to utilize smoke extraction systems where provided.
7. All painters shall wear current C.S.A. approved properly fitted respiratory protection when spray painting.
8. All employees working in the plant shall not wear rings or watches.
9. When utilizing a hoist or crane no person will knowingly pass a suspended load over another person. No person is to stand or work under a suspended load.
10. Lifts that require material handling assistance devices must not exceed the rated capacity of the lifting device.
11. Long hair, loose clothing and entanglement hazards must be confined when working around rotating equipment.
12. All employees will refrain from entering restricted areas as posted.
13. All safety devices, restraints, guards and equipment will remain in place at all times. Any modification, removal or adjustment requires prior approval.
14. All employees are required to report any unsafe condition, injury or near miss to their supervisor immediately.
15. Keep your work area clean and orderly. Keep floors clear of tripping or slip hazards and dispose of waste as soon as possible.
16. Lock Out of applicable energy sources is required anytime the accidental starting of a piece of machinery or equipment may endanger a worker.
17. Horseplay endangers your safety and the safety of others and is strictly prohibited.
18. Employees are to operate only the equipment or machinery for which they have been trained and perform pre-use inspections as required.

It is every employee's responsibility to follow Holland Hitch's safety rules and procedures and ensure compliance with the Occupational Health and Safety Act. In addition the company supports and encourages the use of the internal responsibility system to resolve safety concerns.

## PLANT RULES

Certain rules and regulations governing the conduct of employees must be adhered to in order to insure safe, efficient and successful operations and good employer-employee relations. The following rules and regulations have been established for guidance and protection of all employees; and all employees are expected to familiarize themselves with these rules and regulations, and to govern themselves accordingly. Failure of an employee to abide by these rules and regulations will result in disciplinary action. Such disciplinary action may be in the form of an oral warning, a written warning, suspension, or discharge, depending upon the seriousness of the offenses and the circumstances involved. The following employee conduct will be considered to constitute proper cause for disciplinary action:

1. Discrimination based on colour, creed, race, or national origin.
2. Deliberate destruction or unreasonable carelessness in the use of Company material, equipment or property.
3. Rumour mongering detrimental to the Company or to harmonious relations between the Company and its employees.
4. Insubordination, including refusal to perform duties as assigned.
5. Dishonesty or theft.
6. Conviction for any crime resulting in confinement, (except as indicated in article 10:04 of the current collective agreement).
7. Immoral or indecent conduct, malicious or abusive language.
8. Horseplay, rowdyism or fighting on Company premises.
9. Gambling on Company premises.
10. Possession or consumption of intoxicants or restricted drugs or reporting for work in an unfit condition.
11. Leaving Company premises or assigned work locations during working hours (except as required by the employee's job) without authorization.
12. Inattentiveness to duties, excessive visiting with fellow employees or visiting other departments without authorization during working hours.
13. Employees are responsible for their personal time recording. Employees must be clocked in and out when leaving the plant including lunch breaks and attending to personal business during the shift. In no circumstances is an employee to record another person's work time or have someone else record theirs.
14. Solicitation during working hours for any cause not specifically authorized by the Company.
15. Habitual or unreasonable absence and tardiness.
16. Any employee who will be absent on any scheduled working day or portion thereof must notify the company in advance. Should such advance notification be impossible, the employee must notify the Company not later than one hour after the start of the office hours or be able to furnish satisfactory proof or reason for not reporting as directed. All notifications are to be directed by the employee to the Human Resource Manager or the Shift Supervisor.
17. No material or other goods are to be removed from the plant without an authorized pass.
18. Inefficient work habits and failure to meet Company quality-quantity work standards.
19. Poor housekeeping and unnecessary waste.
20. Stopping work and/or washing up before documented stopping times with regard to break periods, lunch or quitting times, or overstaying break or lunch periods.
21. Use of Company vehicles, equipment or tools for personal use without proper authorization.
22. Unauthorized operation or use of machines or equipment in the plant or yard.
23. All vehicles must be parked properly in space provided for this purpose and are not permitted to be brought into any company buildings without appropriate authorization.
24. All employees must exit via the personnel door provided at the front of the plant for this purpose.
25. The Company will not be responsible for personal articles brought on to Company property.
26. Smoking in unauthorized areas.
27. Violation of any rules, regulations, policies or procedures.