



Engineering Your Road to Success

**COLLECTIVE AGREEMENT**

between

**SAF- HOLLAND CANADA LIMITED**  
(hereinafter called "the Company")

and

**UNIFOR AND ITS LOCAL 636**  
(hereinafter referred to as the Union)



**UNIFOR**  
Local636 | Canada

December 16, 2014 – December 15, 2017

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## **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 2017. 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 as defined by the Ontario Human Rights code and as amended from time to time.

## **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".
- 6:04 The Company will supply a furnished office for the Union.

## **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 two (2) working days to respond.

### **STEP NO. 2**

If the decision of the immediate foreman in 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 Company 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.

Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.

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, M. Cummings shall be substituted. In the event of the retirement of one of the Union's nominees, Tim Armstrong shall be substituted.

- |                |                |
|----------------|----------------|
| 1) J. Stout    | 2) D. Gee      |
| 3) W.B. Rayner | 4) R. Levinson |

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. If it is necessary to require the immediate expulsion of an employee from the plant (e.g. Because of the nature of the offence), then his committeeman or steward will be given an opportunity to interview him off site. 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 eighteen (18) month period the misconduct giving rise to the discipline notation is repeated, in which case the eighteen (18) month 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 no later than three (3) working days after the date of the occurrence unless:
- 1) the employee is absent from the Plant, or
  - 2) negligence in workmanship is not previously revealed, or
  - 3) willful fraud is the subject of the violations.
- 7:11 The time limits as outlined in the grievance procedure may be extended by mutual agreement and such agreement will be in writing.

## **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. The Company shall notify the plant chair in writing, of any new hires not completing the probationary period.
- b) Employees hired as students shall not attain seniority status and their names will not appear on the seniority list. 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 or premium overtime until all seniority employees in the department and all employees on the out-of-classification overtime list have been asked to work. 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. The Company will provide a list of students to the Plant Chairperson.

- 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 (\*\* Note to a maximum of three (3) years for individuals hired after December 15, 2014);
  - 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 will notify the Plant Chairperson in writing 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 from the date the Company notified the employee verbally via phone (i.e. the Company will make person to person contact and the Company will keep a log of such calls made) or sent the

notification 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 reason 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)
    - 1) If the employee obtains a leave of absence by reason of misrepresentation.
  
    - 2) If the employee overstays a leave of absence without providing satisfactory reason communicated to the Company. The Company shall endeavour to notify the Plant Chairperson should an employee overstay a leave of absence.
  
    - 3) If the employee does not return to work after the expiry of the leave of absence under article 10:02 provided the Company has met their obligations under the Ontario Human Rights Code.
  
  - 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" It is understood that the "Normal Instruction



Agreement” does not apply to individuals under article 17.05 (c)

- 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.

- 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.

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 6-8 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 up to five (5) working days training.
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 appointment or selection of employees for any position outside the bargaining unit is not subject to the provisions of this Agreement and is not governed by this Agreement. If any employee on a seniority list is or has been so transferred or appointed and later is transferred back to an open position (and only an open position) which is governed by this Agreement within six (6) months, then the seniority which he/she has accumulated outside of the bargaining unit shall be counted as service for seniority purposes only. After six (6) months, seniority shall be lost.

8:08 a) When a new position is created within the bargaining unit or when a position becomes vacant and the Company determines a need to fill the position, then the Company will advertise the open position 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. **Note:** If the Company decides to not fill a position, it will notify and meet with the Union.

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 article shall prohibit the Company from hiring outside should no suitable applicants be available. **Note:** In the case where the third (3<sup>rd</sup>) vacancy results in a day shift opening, such vacancy will be posted before offering it to the employees currently in the classification.

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.

The Company will endeavour to complete the required training / testing of an employee during the trial period. In circumstances where the required training / testing is not completed within the trial period, the trial period may be extended. If the trial period is extended as a result of a

delay, the employee shall receive the new rate of pay and be eligible to work overtime in the new classification.

- 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 6-8, 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 working day trial period. Jobs requiring a longer trial period will be so noted on the posting but it is also recognized that the trial period may be extended by mutual agreement. An employee may return to his former position during the first five (5) working 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 that remain open, with the Company determining a continuing need to fill the position,

will be re-posted after forty (40) 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) The determination of employee eligibility to post for 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 candidate selected under ii) Selection Criteria will be asked to complete and be successful in doing a three part CNC Proficiency Test before being granted the trial period. The CNC Proficiency Test will include: Blue Print Reading, General Machining, and Specific CNC Operating Knowledge. Regardless of the candidate's test results, the Company will review the results of the test with the candidate and make recommendations to the employee in order to assist him in improving his knowledge and skills. The recommendations may include community college courses, local training and/ or other appropriate upgrades.

If the candidate selected under ii) Selection Criteria is not successful, the Company will provide the proficiency test to the next candidate.

- 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.

#### **POSTING DOWN**

- f) An employee may post down by making a request or by the medical recommendation of a doctor. In all cases, posting down is conditional on having the mutual agreement of the Company and Union.

1) If an employee posts down, he will no longer be entitled to post back to the posted job he left for six (6) months.

2) An employee will be entitled to post down once during an eighteen (18) month period.

**REQUEST REMOVAL TO A NEW POSITION**

g) In the event an employee requests his removal from his posted position it must be by mutual agreement between the Company and Union and there must be an open position that he is qualified to perform. The Company will not be required to consider the individual for another posting for six (6) months. This clause will not be used to circumvent the posting procedure.

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.
- f) 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. The (20) twenty days may be extended by mutual agreement between the Union and the Company (i.e. for the purposes of schooling and medical reasons).
- g) Temporary transfer may result in the lowest seniority employee in the classification going to an alternate shift providing that there is no



employee qualified and available to perform the work on that shift and further providing all senior employees in the classification will be asked first.

## **ARTICLE 9 - PRODUCTION STANDARDS**

9.01 It is the right of the Company to establish and enforce production standards. A standard time study system will be utilized for this purpose.

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) The Company will establish production standards and will make available to the Union upon request complete data showing the basis upon which a particular standard was determined.
- (c) In the event of an employee complaint regarding a production standard, it will be directed to the employee's supervisor. If it is not resolved, it will then directed to the Time Study Steward and the Company Method Analyst who will review the standard in an attempt to resolve the complaint. Steps to resolution are as follows and upon reaching a resolution the subsequent steps beyond (c) will not be required.

1. The Company Methods Analyst will review the elements of the time study with the Time Study Steward.
2. The Time Study Steward will be allowed to review the time study of the operation in question, if required.
3. If Step #2 is performed, then the Time Study Steward and the Company Methods Analyst will do a joint review of the Time Study Steward's observations.
4. If the Time Study Steward and the Company Methods Analyst cannot reach an agreement, the job will be restudied.
5. If there is agreement on the time study by the Time Study Steward and the Company Methods Analyst, such information will be forwarded to the Union, the Company and the employee(s) who raised the complaint.

Note: For the purpose of investigating a complaint the Time Study Steward will be paid at his straight-time hourly rate, (including COLA). The Time Study Steward's shift may be changed but will not involve the payment of overtime.

- (d) If there is no agreement concerning the standard under (c), the employee shall have the right to process a grievance disputing the production standards through the grievance procedure under Article 7. The union shall be allowed to bring in a Time Study Expert from the National Union. The cost of such service shall be borne by the Union.

9.02 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.

- 9.03 (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 receive appropriate in-house training on the time study system. Any additional training will be by mutual agreement.
- (d) The Company agrees to pay expenses of up to \$750.00 for additional training.
- (e) Any negotiations regarding Article 9:00 will include the Union Time Study Steward.
- 9.04 The Company agrees to remove production notations as they relate to the Time Study system 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.

## **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. Note: An employee requesting a leave of absence pertaining to personal

family care may request a meeting with the Company, and a union representative if requested.

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 WSIB compensation which render the employee incapable of working, a leave of absence will be granted without pay but with the Employer paying the premiums for the benefits for a maximum period of 24 months from the date the employee commences any medical leave associated with sickness, accident or WSIB injury, 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.

### **CANADIAN ARMED FORCES SERVICE**

10:05 During any period that the Canadian Government is involved in a war, 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. In the event that an employee requests a reservist's leave under the terms of the Employment Services Act 2000 and as amended from time to time, such leave shall be granted in accordance with such legislation.

### **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. 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.

The double his straight-time hourly rate provision shall not apply to an employee's hours worked as part of their regularly scheduled night shift (i.e. 11pm to 12 midnight Sunday).

- 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).

A probationary employee in the classification may be asked to work overtime once all seniority employees in that classification or eligible out of class employees have been asked.

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 bids into a new classification, or is recalled, the employee will take

the average of the new group or maintain his original overtime hours, whichever is greater. If such employee returns to his bid job, he shall take the average of his bid job.

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's total recorded weekly overtime hours will not exceed the Company-Union Overtime Agreement.

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 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).

Daily overtime hours worked before or after a regularly scheduled straight time shift (normal work week) will be paid at time and one half the hourly rate.

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.

11:05 When operating on a single shift, the plant will operate on an eight and one-half (8 ½) hour shift (including a 30 minute unpaid lunch).

When operating on two shifts, the plant will operate on either two (2) eight and one-half (8 ½) hour shifts (including a 30 minute unpaid lunch) or an eight and one-half (8 ½) hour day shift (including a 30 minute unpaid lunch) and a ten and one-half (10 ½) hour afternoon shift (including a 30 minute unpaid lunch).

For periods less than a week, the above paragraph will be at Management's discretion.

When operating on three shifts, the plant will operate on three eight (8) hour shifts (including a twenty (20) minute paid lunch).

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

When operating on a eight and one-half (8 ½) hour shift (including a 30 minute unpaid lunch), there



shall be a 10 minute break during each half of the shift and a 2 minute wash up at the end of the shift.

When the afternoon shift is operating on a ten and one-half (10 ½) hour shift (including a 30 minute unpaid lunch), there shall be a ten-minute break during each half of the shift and a 2 minute 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 Company will notify the union three (3) weeks in advance of the shifts that will be worked. 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. Effective the pay period following ratification, the shift premium shall be increased by 5 cents to \$.60.
- 11:08 All employees overtime hours on the overtime report will be reduced to zero upon the signing of a renewal agreement.
- 11:09 The Company will supply the Union with the weekend overtime list (i.e. Saturday, Sunday, Holiday).

## 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 2015 - 2017

	2015	2016	2017
New Year's Day	Jan 1	Jan 1	Jan 2
Good Friday	Apr 3	Mar 25	Apr 14
Victoria Day	May 18	May 23	May 22
Canada Day	Jul 3	Jul 1	Jul 3
Civic Holiday	Aug 3	Aug 1	Aug 7
Labour Day	Sep 7	Sep 5	Sep 4
Thanksgiving	Oct 12	Oct 10	Oct 9
Christmas Shutdown	Dec 24	Dec 26	Dec 25
	Dec 25	Dec 27	Dec 26
	Dec 28	Dec 28	Dec 27
	Dec 29	Dec 29	Dec 28
	Dec 30	Dec 30	Dec 29
	Dec 31		Jan 1/18
			Jan 2/18

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. Such reason may include medical documentation.

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.

### **DURING A YEAR WITH A PLANNED SHUTDOWN**

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 but may be changed based on business conditions and, in such event, will occur in the month July or August.

A vacation schedule will be prepared each year beginning on March 1st. Employees shall request their choice of dates. 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.

Vacations will be granted by seniority by class.

If an employee wishes to take single vacation days, Such employee will be permitted to only take single Vacation days per the following chart. All other Vacation time must be taken in week (40 hour) increments providing there are 40 hour increments available. **Note:** If a single paid holiday under Article 12 falls into a week of vacation, the five (5) day period will be considered a weekly increment.

<u>Vacation Entitlement</u>	<u>Weekly Blocks</u>	<u>Number of Single Days</u>
2 Weeks	2 Weeks	0 Days
3 Weeks	2 Weeks	5 Days
4 Weeks	3 Weeks	5 Days
5 Weeks	4 Weeks	5 Days
6 Weeks	4 Weeks	10 Days

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.

**DURING A YEAR WHEN NO SHUTDOWN IS PLANNED**

13:09 In the event there is no plant shut down the following will apply in addition to 13:08:

During the prime time vacation period, as defined, employees will be required to book vacations in weekly increments granted by seniority by class. Weekly increments is defined under prime time as Monday to Friday.

Prime time vacation is defined as the 10 week period prior to Labour Day Weekend.

Single days may be granted based on operational effectiveness by seniority by class. Note: If a single paid holiday under Article 12 falls into a week of vacation, the five (5) day period will be considered a weekly increment.

Outside of the prime time period, vacations will be granted by seniority by class.

Employees with four (4) weeks vacation entitlement may elect to waive forty (40) hours of vacation. Such request is to be submitted to the Company no later than the 31<sup>st</sup> of March of each calendar year.

Employees with twenty-five (25) years seniority may elect to waive an additional forty (40) hours vacation. Such request is to be submitted to the Company no later than the 31<sup>st</sup> of March of each calendar year.

#### **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 or by electronic funds transfer 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.

Subject to any privacy laws, 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 and the plant Chairperson 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/reductions 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 December 16, 2014 is \$1.87. Effective on December 16, 2015, 25 cents of the C.O.L.A. will be rolled into the wage rates and effective on December 16, 2016 a further 25 cents will be rolled into the hourly wage rates.

b) Beginning on December 16, 2014, the C.O.L.A. formula will be one cent (\$0.01) per hour for each 1084 increase or decrease in the Consumer Price Index as published by Statistics Canada, 1986 = 100. The first C.O.L.A. calculation will be computed using the difference between the Consumer Price Index of September 2014 (published in October) and December 2014 (published in January 2015). The next calculation will be with the Consumer Price Index of March 2015 (i.e. published in April) representing the second quarterly calculation. The base reference date will be December 2014 (published in January 2015).

c) The first C.O.L.A. adjustment will begin in the first pay period following the publication of the Consumer Price Index In January 2015. Any adjustment upwards or downwards thereafter will be made quarterly.

d) The maximum amount of C.O.L.A. to be paid in each year of the collective agreement will be as follows:

First year	\$0.50
Second year	\$0.50

Third year                      \$0.50

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. 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.

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 used (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. The Company will have all members of the Joint Health & Safety Committee certified. Members will also have an orientation to workplace ergonomics. 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.

c) It is recognized that there may be a situation (i.e. a lay-off of one day or less) due to the breakdown of plant machinery, equipment

difficulties, material shortages or other temporary circumstances, the Company may be required to temporarily lay off employee's. The layoff's will occur by seniority by shift, starting with probationary employees and providing those remaining are qualified to do the work available.

17:06 An employee upon request will be permitted bereavement leave, up to the number of days as outlined below, to be taken within a 10 calendar day period following the date of death for the purposes of attending the funeral or making funeral arrangements. In order to be eligible for bereavement leave the employee must provide the Company with proof of death.

If the internment is postponed, upon request the employee will be granted one of his/her entitled days on the day of internment. This will be included in the total bereavement entitlement days.

References to in-laws, and brother/sister in law are for an individual's current spouse.

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 step-brother, step-sister, 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 active employee (i.e. active means having worked 1,000 hours in the previous calendar year) with one (1) year of seniority the amount of \$145 for each eligible employee. Effective January 1, 2013 the amount will be increased by \$5.00 to \$150.00 for each eligible employee. Effective January 1, 2014 the amount will be increased by \$5.00 to \$155.00 for each eligible employee.

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

\*\*Note: if an employee is on layoff but has 1000hrs as stated previously, he would be entitled to the paid safety shoe allowance on his first (1st) pay after returning to active employment.

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 \$120. Effective December 16, 2015 the amount is \$130. Effective December 16, 2016, the amount is \$140.

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 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 holiday 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. Smoking is permitted only in designated areas outside the building.

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 premium for the following benefits:

- i) The benefit coverages are governed by the terms of the benefit policies.

In the event that there is a dispute between the benefit provider and an employee, and the employee or Union requests the assistance from the Company, the Company will consider the request and provide assistance where required.

If there is a dispute regarding the carrier's medical decision on a weekly indemnity claim and there is a need for a third party medical opinion, the Company will pay for the third party



medical opinion and such opinion will be binding between the parties.

- ii) Benefit coverage will be as of December 15, 2008, benefits terminate at the end of the month in which the employee's 65<sup>th</sup> birthday occurs.
- a) Semi-private Hospitalization – Effective the month following the date of ratification (i.e. January 24, 2015) coverage will be limited to ten (10) days per stay.
- b) Life Insurance and Accidental Death & Dismemberment Insurance:

Effective December 16, 2010: \$40,000

Effective the month following ratification: \$41,000

Effective December 16, 2015: \$42,000

Effective December 16, 2016: \$43,000

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) Prescriptions Drug Plan –35-cent deductible (effective the month following the date of ratification (i.e. January 24, 2015) the deductible will be \$5.00). 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 \$9.00 effective December 16, 2006. The company will post a quarterly letter advising employees of current dispensing fees in Woodstock.

- d) Weekly Indemnity – December 16, 2014 Weekly indemnity will be \$510. 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. It is understood that this benefit may be increased by the Company, at its discretion, from time to time in order to qualify for the Employment Insurance Premium Reduction Program. Any such benefit change done to comply with this program 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%. **Note:** Effective January 1, 2015, the Weekly indemnity benefit will be \$524. Effective December 16, 2015 the weekly indemnity benefit will be \$529. Effective December 16, 2016, the Weekly indemnity benefit will be \$534.

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.

- e) (i) **Defined Benefit**  
Employees hired prior to December 16, 2014 and who are currently participating in or who will become eligible for the Pension Plan for Unionized Employees of SAF-Holland Canada limited will continue to participate in such Defined Benefit Plan in accordance with the plans terms and conditions.

**(ii) RRSP Contribution Match**

Employees hired on or after December 16, 2014 will not be eligible for the Defined Benefit Pension Plan as mentioned above in 18.01(e) (i) and will only be eligible to join the newly agree “arrangement” as defined below.

The parties have agreed to a new pension arrangement applicable to eligible bargaining unit employees mentioned in 18.01 (e) (ii) of this agreement (“participating employees”).

**Participation**

Participating Employees will participate in both the existing defined benefit pension and a RRSP Contribution Match Plan. Participation and contribution rates will be mandatory for all new hires. It is understood that participating employees cannot make a voluntary withdrawal from the RRSP Contribution Match Plan.

**Defined Benefit Plan**

- 1) Participating Employees will accrue basic benefits at 50% of the defined benefit Accrual rate in the Pension Plan for Unionized Employees of SAF-Holland Canada Limited (defined benefit pension plan) (i.e. currently  $\$34 \times 50\% = \$17$  January 2015)
- 2) Overtime hours will be excluded from the contribution calculation.
- 3) The bridge benefit will be 50% of the amount in the defined benefit pension plan (i.e.  $\$10 \times 50\% = \$5.00$  per month per year of credited service to a maximum of 30 years)
- 4) Eligibility for an unreduced pension will be based on the Participating Employee attaining age 62 and the completion of 30 years of service.
- 5) Eligibility of the supplement will be based on the Participating Employee attaining age

62 and the completion of 30 years of service.

- 6) All applicable rules under the defined benefit pension plan shall apply to Participating Employees in the same manner.

**RRSP Contribution Match Plan**

- 1) Eligibility for enrolment is the same as under the defined benefit plan.
- 2) Participating Employees will contribute 60 cents per worked hour to the RRSP Contribution Match Plan to a maximum of 2080 hours per year. Overtime hours, vacations, paid holidays will be excluded from the contribution calculation
- 3) The Company will contribute 40 cents per worked hour to the RRSP Contribution Match Plan, up to 2080 hours per year. Overtime hours, vacations, paid holidays will be excluded from the contribution calculation.
- 4) Contributions will continue to be made by the Company to the RRSP Contribution Match Plan during any period for which service is accrued under the defined benefit pension plan except for as outlined in #3 above.
- 5) Contributions made by the Company for periods not worked, but where service is accrued under the defined benefit pension plan will be based on 40 hours per week to the extent permitted under the income tax act.
- 6) The Company and employee remittances will be paid monthly.

**Applicable Laws**

It is understood that the Defined Benefit and RRSP Contribution Match Plan will be subject to applicable laws.

- 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 and increasing to \$35.00 per month times years of past and future service effective December 16, 2016 (i.e. for those retiring on or after December 16, 2016)

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 1, 2012 an employee entering early retirement while meeting the 60 years of age and a minimum of 30 years of credited service requirements will have the drug plan continued to his age of 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) **The Dental plan** will be as per the current R.W.A.M. schedule of benefits 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. Effective the month following the date of ratification (i.e. January 24, 2015), there will be an increase in the scaling coverage to Two (2) units. Effective the month after publication in 2015, the 2015 O.D.A. fee schedule will be used. Effective the month after publication in 2016, the 2016 O.D.A. fee schedule will be used. Effective the month after publication in 2017, the 2017 O.D.A fee schedule will be used.

- h) **Vision Care** - Dependent vision care is provided for each dependent during a 24 consecutive month period at the rate of \$220.00. The vision care benefit is for reimbursement of the cost of eye glasses/lens or contact lenses and for the cost of eye examinations as well as laser eye surgery. Effective the month following ratification, the dependent vision care coverage will be increased by \$10 to \$230. Effective January 1, 2013, the dependent vision care coverage will be increased by \$10 to \$240. Effective January 1, 2014, the dependent vision care coverage will be increased by \$10 to \$250.
- 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.
- j) **Personal (Employee Only) Health Care Spending Account** – Effective the month following the date of ratification (i.e. January 24, 2015), a Personal Health Care Spending Account will be established for eligible employees for para-medical services. There will be a \$200 annual spending limit per employee and it is understood that there will be no carry over from one calendar year to the next. Appropriate documentation is required to utilize

the program. Para-medical services are defined as: Physiotherapy, Chiropractic, Massage, Naturopathic services and Orthotics.

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 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) Probationary employees in Skilled Trades classifications will be laid off first when a reduction in the work force is necessary within their respective classification, on the basis of the date of entry.

c) 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 serving as an apprentice. All meetings to discuss apprentice matters shall include the skilled trades representative.

- 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 in accordance with the Ministry of Skills and Development 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.

19:12 i) Planning:

Plant management shall meet quarterly or upon request 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. Where possible, an agenda will be submitted in advance.

ii) 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.

iii) 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.

iv) 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 skilled

trades in the performance of maintenance work that they customarily perform.

19:13 An apprentice in the classification may be asked to work overtime once all seniority employees in that classification have been asked and all probationary employees in such classification have been asked.

For the purpose of training, an apprentice may continue to work on a job (i.e. up to an hour of daily overtime or as mutually agreed to with the union) that is in progress while under the guidance of a journeyman in that classification.

**ARTICLE 20 - LETTERS OF INTENT TO CONTRACT  
EXPIRATION DATE, DECEMBER 15, 2017.**

**Company / Union Meeting Re: Skilled Trades  
Assignment of Work**

A meeting was held Friday November 26, 2010 to review and discuss concerns regarding the assignment of Skilled Trades work.

The contract language (Section 19:09, page 49) was reviewed and discussed which states "Since many employees have an overlap in their job functions, nothing in these skilled trades articles shall be construed as limiting that practice".

As discussed, historically fixture and die work has been completed by the Tool and Die Makers and machine troubleshooting and repair has been completed by the Industrial Millwrights. The company has not changed its' position of primary responsibility and the assignment of work within the skilled trades.

There have been many fixture and die improvements over the past number of years which has increased the complexity of the dies and fixtures. Due to these

improvements, the type of work required on dies/fixtures has changed and includes hydraulics and electronics.

The current practice has been to assign a Millwright to trouble shoot at the machines when related to clamping/hydraulics. This type of trouble shooting is assigned to Millwrights as most issues relate to the hydraulic power packs or hoses and fittings. If the Millwright discovers the cause of the problem to be related to the fixture or die components this is to be communicated to the Supervisor who will review and assign to the Tool and Die Makers, providing they are available to complete the work.

Furthermore, the daily production demands may require the shift supervisor to assign work to other trades to meet urgent demands. A Tool and Die Maker or Millwright may be asked to assist in or complete work that is typically done by another trade.

To summarize:

- 1 - The Company recognizes that the repair of Dies and Fixtures is typically the role of Tool and Die Makers.
- 2 – The Company and Union have agreed in the contract language that there is job function overlap within the skilled trades.
- 3 - The Company will continue to be open to discussion regarding the efficient coordination of skilled trades work.
- 4 - The Company will work to better communicate the department priorities with the Union Committee and the Skilled Trades Rep to reduce and eliminate this type of conflict amongst the Trades.

### **Hot Weather Plan**

It is the intent of the Company to maintain a hot weather plan 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 annually 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**

Effective December 16, 2015, the Company agrees to provide each pensioner with a lump sum payment in the amount of \$10.00 for each complete year of their credited service.

### **EARLY RETIREMENT INCENTIVE PROGRAM (ERIP)**

The parties hereto agree to the following terms and conditions regarding an Early Retirement Incentive Program (ERIP).

#### **1. Eligibility**

- a) Active employees of SAF-Holland who retire with a minimum of sixty (60) years of age and a minimum of thirty (30) years of continuous Company service with SAF- Holland will be eligible to participate in the ERIP.
- b) Participation is completely voluntary.
- c) Employees must apply for the ERIP.
- d) Eligible employees must specify their separation date.
- e) Eligibility will be determined by SAF-Holland in accordance with the terms and conditions outlined in this Letter of Understanding.

## **2. Application & Early Retirement Time Line**

- a) An eligible employee must submit his application in writing at least three months prior to his birthday.
- b) An eligible employee must retire at the end of the month in which the employee has his birthday in each of 2015, 2016 and 2017, whichever is applicable, providing he meets the other eligibility requirements.

## **3. Duration of ERIP**

- a) This Letter of Understanding shall only apply and be in existence for the duration of the Collective Agreement whose term shall be from December 16, 2014 to December 15, 2017.
- b) The ERIP will represent a one-time offer in each of 2015, 2016 and 2017 to encourage a voluntary acceptance by some employees who may wish to transition to early retirement.
- c) It is agreed and understood that this Letter of Understanding is for a specific and unique situation and, as such, is entered into without prejudice and precedent.

## **4. ERIP Payment**

- a) The ERIP provides a lump sum payment for those eligible employees as an incentive to take early retirement.
- b) If the active employee is eligible, the applicable employee will receive the following ERIP, payment:
  - Age 60 with 30 years credited service  
= \$16,000.00



- Age 61 with 30 years credited service  
= \$14,000.00
  - Age 62 with 30 years credited service  
= \$ 8,000.00
  - Age 63 with 30 years credited service  
= \$ 4,000.00
  - Age 64 with 30 years credited service  
= \$ 2,000.00
- c) For purposes of the ERIP, age and years of continuous Company service will be calculated as of the employee's birthday in the month in which he retires. Such calculation will determine the ERIP Payment.
- d) Eligible employees will receive the ERIP Payment as a lump sum payment on the first pay period following retirement.
- e) All ERIP lump sum payments shall be subject to all applicable statutory tax deductions.

## **ARTICLE 21**

If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, a decision shall not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this agreement to fully comply with requirements of applicable law.

**ARTICLE 22 – TERMINATION**

22:01 This agreement shall become effective as of the 16th day of December 2014 and shall continue in effect until the 15th day of December 2017 at 12:00 midnight. Between September 15, 2017 and December 15, 2017, 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 23<sup>rd</sup> day of January, 2015.

FOR THE COMPANY: FORTHE UNION:

Odiel Verbrugge  
Mark Vance  
Brad Bullas

John Griffioen  
Ryan Solarewicz  
Jacques Longtin  
Fergo Berto

Group	Classification	SCHEDULE "A"		
		Mar.22, 2009	Dec 16, 2015	Dec 16, 2016
1	Student	See Note Number 4		
2	Plant Janitor	22.32	22.72	23.12
3	Painter/Parts Handler General Machine Operator, Mobile Equipment Operator	22.39	22.79	23.19
4	Kit Assembly Landing Gear Skidding Tool Crib Attendant Press Operator Shipper Receiver	22.44	22.84	23.24
5	Assembler – Landing Gear Oiler & Light Maintenance	22.59	22.99	23.39
6	Set-Up (Press) Assembler – Fifth Wheel	22.64	23.04	23.44
7	CNC Operator	22.69	23.09	23.49
8	Welder "A" Robot Set-Up & Operator	23.21	23.61	24.01
9	Apprentice	23.11	23.51	23.91
<b>SKILLED TRADES</b>				
10	Tool & Die Maker Millwright	26.04	26.59	27.14

**NOTE:**

**December 16, 2015 and December 16, 2016 rates include \$0.25 COLA roll in and \$0.15 cents general wage increase for groups 2-9 and \$0.30 cents general wage increase for group 10.**

**Lump Sum Signing Bonus:**

Effective the payroll period following ratification, there will be a lump sum signing bonus amount of \$500.00 and it will be paid to each active full time employee less the normal deductions based on the date of this signed Memorandum of Agreement. Employees on an authorized leave of absence will be included in this group but will receive the amount upon their active full time return to work.

**Notes:**

1. All operators except press operators do their own set-up.
2. i) Groups 6-8 - All newly hired employees will start at the rate of 80% of the job rate worked during his first (1<sup>st</sup>) year of employment; 85% of the job rate worked during his second (2<sup>nd</sup>) year of employment; 90% of the job rate worked during his third (3<sup>rd</sup>) year of employment; 95% of the job rate worked during his fourth (4<sup>th</sup>) year of employment; and, the full job rate during his fifth (5<sup>th</sup>) year of employment. **Note:** Notwithstanding the mentioned job rate progression, a skilled trades journeyman coming in as a new employee will receive the rate for the job and there will be no wage rate progression.

**Notes:**

- ii) Groups 2-5 - All newly hired employees will start at the rate of 75% of the job rate worked during his first (1<sup>st</sup>) year of employment; 80% of the job rate worked during his second (2<sup>nd</sup>) year of employment; 85% of the job rate worked during his third (3<sup>rd</sup>) year of employment; 90% of the job rate worked during his fourth (4<sup>th</sup>) year of employment; 95% of the job rate worked during his fifth (5<sup>th</sup>) year of employment ; and the full job rate upon his sixth (6<sup>th</sup>) year of employment.
- 3. During the plant shutdown or when required, period, employees assisting in cleanup and light maintenance will be paid the group 8 rate. The Company and Union will discuss requirements.
- 4. Students shall be paid \$ 16.00 per hour.
- 5. A new hire in group 2-5 will receive the general machine rate during his/her probationary period.