



CAW  TCA  
CANADA  
LOCAL 27

## COLLECTIVE AGREEMENT

Between

COOPER STANDARD AUTOMOTIVE  
FLUID SYSTEMS DIVISION  
GLENCOE PLANT

and

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA)

AND ITS LOCAL #27

EFFECTIVE

**APRIL 18, 2011**

to

**APRIL 17, 2014**

**11044 (06)**

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## ARTICLE 1

### **Copy of Agreement:**

**1.01** The Company will provide a copy of the Collective Agreement in booklet form to all employees within three months of ratification. The Company and the Union will review and jointly approve the booklet format prior to printing.

**1.02** The Company will also supply a brochure outlining all company paid benefits within six (6) months or less of the ratification of the Collective Agreement.

**1.03** The printing of the Collective Agreement will be tendered which will include Union shops and where costs are competitive, the Unionized printer will be awarded the contract.

**1.04** A copy of the benefits text will be available in the Human Resources Department for review by any member of the Plant Committee or any employee who makes a request pertaining to the level of coverage they are entitled to. The Company will forward a copy of benefit texts to the Union within six (6) months of ratification of this agreement. The cost for the printing of the books will be absorbed by the Company.

## **ARTICLE 2**

### **Purpose of Agreement:**

**2.01** The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Company and the classifications of employees represented by the Union. This agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union.

## **ARTICLE 3**

### **Recognition:**

**3.01** The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of Cooper Standard in the village of Glencoe and any facilities associated with the Glencoe plant in the County of Middlesex, save and except supervisors, persons above the rank of supervisor, office, clerical, technical and sales staff as covered by the Ontario Labour Relations Certificate #0734-95-R.

**3.02** The Company further agrees and understands that the word “technical” means those persons employed as Engineers and Technologists. It is understood that the position of Prototype Technician is included in the bargaining unit.

**3.03** Wherever the male or female gender is used in this collective agreement it will be considered to include the female or male counter part respectively unless the context suggests otherwise.

## **ARTICLE 4**

### **Management Rights:**

**4.01** The Union recognizes and acknowledges that management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges:

- a) That it is the exclusive function of the Company, to operate and administer its affairs, to direct the working force, to plan, direct and control operations, to make and alter rules of procedures and conduct as required.
- b) The Company's right to determine the number of employees to be employed and the right to hire, promote, demote, transfer, classify, rehire, discipline, suspend, or discharge (subject to the employee concerned to lodge a grievance in this matter) employees for just cause.
- c) The Company's right to determine the nature and kind of business conducted by the Company, the kinds and location of plants, equipment, product components, parts and



materials to be used, the methods and techniques of work, the engineering, designing and material required for production and to control all materials and operation pertaining to the enterprise, to determine the content of jobs, the schedules of production and establish and change occupational production standards, subject to the provisions of this agreement.

## ARTICLE 5

### **Non-Discrimination:**

**5.01** The Company and the Union agree that this agreement shall be applied without discrimination, interference, restriction or coercion against any employee for reasons of race, colour, sex, nationality, age, marital status, political or religious affiliation, national origin, sexual orientation, handicap or Union Membership.

**5.02** The parties recognize the right of employees to work in an environment free from sexual and personal harassment. Any employee guilty of sexual or personal harassment will be subject to discipline up to and including termination.

**5.03** Sexual harassment means any sexually offensive actions or behaviour, which is unsolicited, one-sided and coercive.

It includes any conduct, comment, gesture or contact of a sexual nature which does or is likely to cause

offence or humiliation to any employee or threatens the employee's well being.

A sexual harassment claim may be initiated by any employee who has a reasonable perception that a condition of the employee's ongoing employment or any opportunity for training or promotions is based on conditions of a sexual nature.

Sexual harassment may be expressed in any number of ways including but not limited to:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Demands for sexual favours
- d) Leering or compromising invitations
- e) Physical assault or exposure
- f) Implied or actual threats against an employee or their job for failure to comply with the demands for sexual favours

Sexual harassment contains an element of coercion and the harasser's use of sex as a tool to control or abuse the employee. **This should not be confused with social interaction, which is based on mutual consent.**

**5.04** Personal harassment means any discriminatory behaviour which takes place at or is related to the workplace, which denies an individual her or his dignity and respect or affects his or her job by creating an intimidating, offensive, embarrassing or humiliating work environment. Personal harassment includes discrimination because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, pregnancy, childbirth, marital status, family status, disability, conviction for which a pardon has been granted, political affiliation, Union membership, participation in the lawful activities of the Union or the exercise of any right conferred under the collective agreement or any applicable law of Canada and its provinces.

**5.05** Any employee who believes that she or he is a victim of sexual or personal harassment may file a complaint in writing to the Company Human Resources Department and/or their Union representative within twenty-one (21) days of the alleged incident. The Company and Union representative shall investigate the complaint jointly. Additional details on the policy and procedures are available from the Union or Company.

**5.06** The complaint, the reply of the alleged offender and any information and records pertaining to the case will be kept confidential and will not be placed on the complainant's file. Should the

complaint be unsubstantiated, it will not be placed on the alleged harasser's file. All written records and grievances concerning harassment complaints will be handled with all possible confidentiality under the exclusive jurisdiction of Human Resources and the Plant Chairperson.

**5.07** If the complainant is not satisfied with the decision, the parties agree that the complainant may file a complaint under the applicable human rights legislation.

**5.08** The Company and the Union further agree to establish a joint Harassment Policy and a joint training package.

**5.09** The Company and the Union further agree that this does not limit the procedures for determining and handling of harassment complaints or what constitutes a complaint. Both parties agree to continue to follow the CAW National policy in conjunction with CS Policy/Procedures on harassment in conjunction with any new policies or documents set forth.

**5.10** The parties agree that when there is documentation satisfactory to the Company, an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This

statement's intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

### **5.11 Minute of Silence**

Each year on December 6th at 10:58 a.m., work will stop and one minute of silence will be observed in memory of women who have died due to acts of violence. The Company will also fly the flags at half-staff.

## **ARTICLE 6**

### **Union membership and dues check off:**

**6.01** All present employees and all new employees shall, as a condition of employment, sign a Union membership card and become and remain members of the Union.

**6.02** Each employee in the Bargaining Unit will, as a condition of continued employment, authorize the Company in writing to deduct monthly Union dues and the initiation fees as prescribed by the constitution of the Union and as outlined in 6.03, 6.04, 6.05, and 6.09.

**6.03** Each employee covered by this agreement will have deducted the regular monthly Union dues

as a condition of continuing employment for each calendar month during which they worked forty (40) hours or more.

If during the regular pay for deduction of Union dues or initiation fees an employee, because of absence has no earnings, such deductions shall be deferred to the next pay following, provided however the employee has had forty (40) hours or more of work in the month for which the deduction is made.

**6.04** Upon successful completion of the probationary period all new employees covered by this agreement shall, as a condition of employment, have deducted from their pay, the Union initiation fee which will be checked off by the Company.

**6.05** The Company will deduct each month from the employee's pay, the regular monthly dues of such employee, and remit such monies by cheque to the Financial Secretary of Local 27 of the C.A.W. by the tenth (10th) of the month following the month in which the dues were deducted. Company remittances will include a list of employees from whom the deductions are made and also included will be the names of those employees in the bargaining unit for whom no deductions were made and the reasons for no deductions.

**6.06** The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be

deducted in line with the constitutional requirement of the National Union.

**6.07** In January of each year the Company will supply, to the Union, two (2) copies of a list of all Bargaining Unit employees showing their current names, employee numbers and the total amount of Union dues collected for the previous calendar year. In addition, the addresses, phone numbers, and social insurance numbers will be provided. The Company will record on the T-4 slip of each employee the actual amount of Union dues deducted during the previous calendar year.

**6.08** The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.

**6.09** Dues are payable when a member received benefits in lieu of work, i.e., vacation pay; holiday pay; jury duty pay, and bereavement pay. Dues are not payable when a member receives Sick and Accident benefits or Workers Compensation benefits.

## **ARTICLE 7**

### **Representation:**

**7.01** The Company shall recognize and deal with a Plant Committee consisting of eight (8) Committee persons. This Committee shall consist of a

Negotiating Committee of four (4) second shift (days) Committee persons, two (2) Committee persons on the third shift (afternoons) and two (2) Committee persons on the first shift (midnights) provided the Company production schedules require first and third shift operations.

The Negotiating Committee shall consist of four (4) Committee members, one (1) of whom shall be the Plant Chairperson and one (1) of whom shall be the Skilled Trades Committee person elected by the skilled trades employees and represent same, along with a representative from the National Union and/or the President of the C.A.W. Local 27. All members of the Union Plant Negotiating Committee shall work the day shift.

The Company will recognize alternate Committee persons who will only be authorized to function in the absence of the official Committee person.

**7.02** The Union will inform the Company in writing of the names of the Plant Committee and Committee persons and any subsequent change in the names of these individuals. The Company shall not be required to recognize these individuals until such official notification from the Union has been received.

**7.03** The Union shall be allowed to post, on two (2) glass enclosed, locked bulletin boards provided by



the Company, notices regarding timely matters pertaining only to the Union. Before posting any such notices they must first be reviewed by the Human Resources Manager or a designated representative. One bulletin board should be located in the lunchroom.

**7.04** Employees having grievances cannot discuss these with their respective Union representative during working hours without obtaining prior permission of the supervisor concerned and such permission shall not be unreasonably withheld.

**7.05** The Company agrees to grant reasonable time off the job with pay at their normal hourly rate to Union representatives for the purpose of meetings with management and for the purpose of handling or investigating grievances as listed below:

- a) Such business must be between the Union and/or the employee and the Company.
- b) The time shall be devoted to the prompt handling of necessary Union business.
- c) The Union Representative concerned shall obtain the permission of the supervisor concerned before leaving work. Such permission shall not be withheld and will be granted within two (2) hours of the request.

- d) To attend regularly scheduled monthly Union/Management meetings.
- e) Other Union/Management meetings as requested by either party.

**7.06** The Company will provide one locking filing cabinet for the Plant Committee. The Company will also provide an office and telephone facilities.

**7.07** Upon reasonable advanced notification, the C.A.W. National Representative or a representative of the Local Union will be permitted access to the plant, through normal reception channels, to assist in settling grievances, attend meetings or other Union business pertaining to the activities of the Glencoe Plant(s).

## **ARTICLE 8**

### **Strikes and Lockouts:**

**8.01** The Union will not authorize its members to cause or take part in any unlawful sit down, stay in, or slow down in any plant of the Company, or any curtailment of work or restriction of or interference with production of the Company. The Union will not authorize or sanction its members to cause, or take part in any unlawful strike or unlawful stoppage of any of the Company's operations or unlawfully picket any of the Company's plants or premises during the term of this Agreement.

**8.02** The Company shall not call or authorize or threaten to call or authorize an unlawful lockout and no officer, official or agent of the Company shall counsel, procure, support or encourage an unlawful lockout or threaten an unlawful lockout.

**8.03** For the purposes of this Article, strikes and lockouts are defined in the Ontario Labour Relations Act.

## **ARTICLE 9**

### **Grievance Procedure:**

**9.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until they have first given the immediate supervisor an opportunity to adjust the matter. Such discussion shall be held within three (3) working days of the alleged occurrence said to have caused the complaint, or when the employee should have been aware of the occurrence said to have caused the complaint.

**9.02** Complaints and/or Grievances shall be handled in the following manner:

#### **Step 1:**

If an employee has any complaint, which they wish to discuss with the Company, the employee

may either alone or with a Union Committee Person discuss the matter with the employee's immediate supervisor.

The employee's supervisor will give a decision within three (3) working days of the discussion. If such complaint or question is not settled to the satisfaction of the employee concerned, the complaint will be forwarded to Step 2 of the grievance procedure.

### **Step 2:**

The employee may present, together with a Union Committee Person, any grievance to the Department Manager and such grievance shall be in writing. Such grievance shall be presented within five (5) working days of the date of the Company response in Step 1. The grievance must reference the specific article(s) of this agreement that is alleged to be violated or misinterpreted and the nature of the relief or remedy sought. The manager or a designated representative shall give a reply in writing within five (5) working days.

### **Step 3:**

If the reply is not satisfactory, the grievance may be forwarded to the Plant Manager within five (5) working days of the receipt of such reply. The

Plant Manager, or a designee, and the Union shall meet to discuss the grievance at the next scheduled Union Management meeting or at a special meeting to be held within ten (10) working days of the receipt of the grievance by the Plant Manager, which ever comes first. The National Representative of the CAW and/or the President of the Local Union plus the Company's Director Employee/Industrial Relations and/or a designated representative may also attend this meeting. The Company will respond in writing within five (5) working days of the meeting. If the grievance is not resolved at this meeting, either party may refer the matter to arbitration.

**9.03** Vacation, Bereavement Leave, Jury Duty, Holidays or Overtime shall not be considered in determining time limitations in Article 9. Time constraints in the grievance procedure shall only be extended by mutual agreement.

**9.04** A grievance filed over a suspension or discharge shall commence at Step 3 of the grievance procedure as provided in Article 9.02. The right to file a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

**9.05** If two (2) or more employees simultaneously have the same alleged grievance under

the same circumstances, it will be presented whenever possible as one group grievance with the name of each grievor shown thereon. The group grievance will be initiated at Step 2 of the grievance procedure as provided in Article 9.02.

**9.06** The Company or the Plant Chairperson may file a policy grievance. A policy grievance is defined and limited to one, which alleges misinterpretation of the provisions of this agreement. A policy grievance will be initiated at Step 3 of the grievance procedure as provided in Article 9.02.

### **9.07 Arbitration**

- a) If an arbitration proceeding is to be invoked, the request for arbitration must be made, in writing, within ten (10) working days after the grievance has been answered in Step 3.
- b) When either party requests that a grievance be submitted to arbitration they shall make such request, in writing, addressed to the other party to this agreement and at the same time nominate an Arbitrator. The parties shall then mutually agree upon an Arbitrator within fifteen (15) working days. If they are unable to agree upon an Arbitrator within the fifteen (15) working days, they may then request the Ontario Ministry of Labour to initiate the Arbitrator selection procedure. The representatives of the

parties shall select the Arbitrator by agreement or, failing agreement, they shall ask the Ontario Ministry of Labour to appoint an Arbitrator.

- c) The parties agree to participate in a meeting with a Grievance Settlement Officer if either the Company or the Union requests such a meeting after completion of the grievance procedure and prior to the arbitration of the grievance. The Company agrees to pay the grievor(s) and/or the Plant Chairperson and/or a Committee Person at their regular hourly rate for time spent at a Settlement Officer's meeting with the Company convened by the Ministry of Labour.
- d) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- e) The decision of the Arbitrator will be final and binding upon the parties hereto.
- f) No matter may be submitted to arbitration, which has not been properly carried through all previous stages of the grievance procedure.
- g) 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, nor 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 shall, however, in respect to a grievance involving a suspension or discharge, be entitled to modify or set aside such penalty, if in the opinion of the Arbitrator it is just and equitable to do so.

- h) Each of the parties to this agreement will equally bear the expenses of the Arbitrator.

**9.08** In the event that any grievance is resolved or withdrawn by the Union and is subsequently appealed through the appeals procedure established by the CAW Constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed at the appropriate step of the grievance procedure. The Company, however, will not be responsible for any monetary liability beyond any amount that would have been incurred had the grievance been processed under the normal procedure.

## **ARTICLE 10**

### **Probationary Period:**

**10.01** New hires shall be considered probationary until they have completed a total of sixty (60) days worked or four hundred eighty (480) hours worked, whichever comes first, within a twelve (12) consecutive month period, after which they shall be



assigned a seniority date which shall be their first date of hire.

**10.02** A copy of the termination notice for a probationary employee will be given to the Plant Chairperson prior to termination. A probationary employee may not grieve a termination unless the discharge is in contravention of the Human Rights Code or any other applicable government statute.

**10.03** The Company agrees to allow the Plant Chairperson time during new employee orientation to be introduced to and address new employees. The parties agree that the purpose of this process is to be a vehicle for introducing the Union to new employees and to show joint Company and Union goodwill. New employees will be provided a copy of the Collective Agreement at this meeting and introduced to the Committee Person on the assigned shift by a supervisor on the shift.

## **ARTICLE 11**

### **Seniority:**

**11.01** The term “Seniority”, as used herein shall mean accumulated service, as calculated from the date specified in Article 10.01. Seniority will be established and maintained for all employees in the Bargaining Unit on a plant wide basis.

**11.02** In the case of two (2) or more employees hired on the same day, seniority shall be determined by alphabetical order of the employees' last name.

**11.03** An employee promoted or transferred to an excluded position outside the Bargaining Unit will maintain seniority as of the date of promotion/transfer; whichever is applicable, if the Company decides to return the employee to the Bargaining Unit within ninety (90) days of the promotion/transfer. The Company will promote/transfer an employee only once during the term of the Collective Agreement. Should the employee wish to return to the Bargaining Unit within the ninety (90) day period he/she shall be returned to his/her previous job and be credited seniority accumulated up to the date of promotion/transfer which ever is applicable. If an employee should return to the Bargaining Unit after the ninety (90) day period has expired, all former seniority accumulated will be considered null and void. Therefore, their new seniority date will commence as of the first day worked upon return to the Bargaining Unit.

**11.04** The Company shall post an updated seniority list every three (3) months if changes occur. Eight (8) copies of the seniority list will be provided to the Union committee. The Plant Chairperson will be notified, in writing, of quits, deaths, retirements,

hirings, layoffs, recalls and terminations of all Bargaining Unit employees.

**11.05** An employee shall lose seniority and employment with the Company shall be terminated for any of the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged for just cause and the discharge is not reversed.
- c) An employee fails to return from an approved Leave of Absence on the prescribed date without a satisfactory reason.
- d) For any future layoffs,

Employees hired on or after the date May 1, 2011 – An employee is laid off for a period of more than 12 consecutive months, or the length of seniority, not to exceed 36 months, whichever is greater.

Employees hired prior to the date May 1, 2011 – An employee is laid off for 60 months or years of service – whichever is lesser.

Employees on current layoff at the date of ratification shall follow prior layoff language. An employee is laid off for a period of more than twelve (12) consecutive months or, the length of seniority, whichever is greater.

- e) Failure to return to work from a lay-off within five (5) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company's records without a satisfactory reason. Where the recall is of one (1) week or less and the employee has an alternate job, this will be waived on the employee request within three (3) days of notice of recall.
- f) The employee is absent for three (3) consecutive workdays without notifying the Company unless the employee has a satisfactory reason.
- g) Failure to return to work following an absence due to illness, injury or accident after the Company has been notified that the employee is able to return to work.
- h) The employee gives a false reason in requesting a Leave of Absence or engages in any employment during such leave of absence.

**11.06** It shall be the responsibility of an employee to notify the Company in writing of any change in address or telephone number.

## **ARTICLE 12**

### **Layoff and Recall:**

**12.01** When a layoff is necessary, the Company will give at least three (3) working days written notice

of such lay-off to the affected employees and the Plant Chairperson, before posting up said notices, subject to unforeseen emergencies.

**12.02** Whenever it becomes necessary to decrease the working force, students will be the first laid off; if further layoffs are necessary, probationary employees shall be laid off second; employees with the least amount of plant wide seniority shall then be laid off, provided those remaining employees with more seniority are able and willing to do the work available. An employee who has exhausted their seniority rights within their classification on all shifts may elect to exercise their seniority rights and displace an employee with less seniority in another classification provided that the employee wishing to so displace a less senior employee is willing and able to perform the available work within the classification the employee wishes to enter. Employees so moving to another classification will be paid the applicable rate of pay for the new classification.

**12.03** In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.

**12.04** The Union Plant Committee will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company

has work available which they are able and willing to perform.

**12.05** Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.

**12.06** In the event of any layoff, the Company will provide the Plant Chairperson with a list of employees to be laid off or recalled and any cancellation of such notices.

**12.07** Before any new employees are hired, seniority employees still laid off or transferred to lower paid jobs as a result of layoff shall be offered employment in order of their seniority standing, providing they have the skill and ability to do the normal requirements of the job.

**12.08** When short term layoffs become necessary due to acts of God, unexpected disruption of supplies, mechanical or electrical problems, the Company may lay off employees within the classification affected for a period not to exceed three (3) consecutive working days at any one time during a calendar year and not to exceed seven (7) working days in any one calendar year without regard for the provisions of seniority, provided that students and probationary employees within the affected classification(s) are laid off first followed by those

employees with the least seniority in the affected classification(s) performing the work on the shift.

### **12.09 Inverse Seniority**

- a) Upon mutual agreement between the Company and the Union the parties may enter into an arrangement applying the concept of inverse seniority to layoffs.
- b) This application is intended to cover layoffs of a limited and known duration.
- c) When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the inverse seniority provisions will apply.

### **12.10 Inverse Seniority Considerations and Application**

- a) The layoff must be for a definite period of time and of limited duration.
- b) Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.
- c) It is expressly understood that no provision exists, except for Article 12.10 (d), which would allow an employee (who exercised an option of being laid off under these provisions) to return

to work to be replaced on layoff by another employee during the predetermined period of layoff.

- d) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion of employment insurance (EI) benefits. When any employee who elected to invoke the inverse seniority provisions are subsequently denied benefit coverage through no fault of their own, they will be permitted to return to their previous classification displacing the junior employee from their shift previous to the layoff. If the shift is not available they may exercise their seniority plant wide.
- e) Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/predetermined layoff period.
- f) If during the limited/predetermined period of layoff it is determined that the layoff needs to be extended for any reason and further provided that the parties agree to simultaneously extend the inverse seniority provisions. The employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employees decides that they wish to continue on layoff for any extended time, they will be so permitted. If they chose to



return, they will be so permitted and the employees from the bottom of the seniority list will be laid off in the traditional manner.

## ARTICLE 13

### **Incapacitated Employees:**

**13.01** The Company and the Union agree to cooperate with respect to the administration of a modified/light duty program for all work and non-work related injuries and/or illness, and pregnancy (when requested by the employee). The Committee will continue to review cases each month as required, through the established joint committee composed of one (1) member from each party. The Plant Chairperson will appoint the Union's member from the Bargaining Committee.

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

- a) If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting.
- b) A Doctor's certification of disability by the employee's own Doctor, must be submitted. If a dispute exists between the employee's doctor and the Company, the Company will use Workers

Health and Safety Center to determine the medical status or limitations of employees. In such cases, the Company will pay the cost of the evaluation and any time lost from work. The decision of this recognized independent evaluation/assessment group, shall be binding on the Company, Union and employee.

- c) An employee placed on a job because of a disability will have that disability reviewed at least annually.
- d) The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

**13.03** The Company and Union agree to develop an ergonomics committee. The Health and Safety co-chairs will sit on this committee. In addition this committee will have one additional person from the Company who will be an engineer and one additional person from the Union. The members of the ergonomics committee will commence their training in ergonomics within three (3) months of ratification.

Ergonomics will be a standing agenda item during the monthly Health and Safety meetings

## ARTICLE 14

### **Job Posting:**

**14.01** Job vacancies will not be posted in cases where the vacancy is expected to last for a period of thirty (30) work days or less. Notwithstanding the foregoing the Company and the Union may mutually agree to extend the above noted time period.

**14.02** When permanent job vacancies occur or new classifications are created, seniority employees will be given an opportunity to apply for such openings. All jobs posted will specify classification, qualifications, department, present shift arrangement and rate of pay. A copy of all job postings will be provided to the Plant Chairperson prior to the job being posted. Job postings will be posted for three (3) consecutive workdays.

**14.03** Employees who apply must do so in writing on the respective job application forms. If an employee applies for more than one job posting at the same time they must identify their order of preference.

### **14.04**

- a) An active seniority employee may apply for any posted job vacancy.
- b) Selection of an employee to a posted job vacancy

- will be based upon seniority and the employee's ability to satisfactorily perform the work required.
- c) The Company will post the names of the successful applicants on the bulletin board and will give a copy of the completed posting and attached applicants to the Plant Chairperson one (1) day before being posted. The award should be posted within five (5) days of the award.
  - d) Successful applicants will not be allowed to apply for more than two (2) job postings in any consecutive twelve (12) month period. Time limits will be voided if an employee is applying for an apprenticeship opening or a newly created job classification.
  - e) Seniority employees absent, due to an approved absence for a period of forty five (45) days or less at the time of a posting must exercise their right to apply for the position(s) within two (2) days of their return to work.

**14.05** Once an employee is awarded a job posting, they will be placed on the job within five (5) days wherever practicable, and their seniority shall apply to the new classification, in accordance with the terms of this Agreement. If the placement takes longer than five (5) days to complete the Company will advise the Plant Chairperson of the anticipated time delay.

**14.06** Unless stated otherwise, an employee awarded an opening may be subsequently disqualified by the Company after a trial period, including training, not to exceed fifteen (15) work days in which case the employee will be returned to their previous classification and shift. Trial periods may be extended by mutual agreement between the Company and the Union.

**14.07** When a selected employee placed in an opening is disqualified, the Company shall select from the next qualified applicant consistent with Article 14.04 b). When the posting is exhausted, or if there are no qualified applicants the Company will repost the job once and only once. Then, if the posting is exhausted, or if there are no qualified seniority applicants, the Company will utilize the relief procedure, paragraph 15.01, to fill the opening.

**14.08** Nothing herein shall prevent the Company from hiring a person from outside the bargaining unit when Article 14.07 has been exhausted.

**14.09** Employees bidding to a lower rated classification will assume the lower rate, from the rate they are currently receiving on their date of transfer to the new classification. Employees bidding to a higher rated classification will assume the higher rate for the classification to which they are transferred consistent within the terms stated herein.

**14.10** If the Company adds a new job or classification, or substantially changes an existing job, the rate of pay and classification will be discussed by the Union and the Company, and if an agreement is not reached between the parties, it will be the subject matter for the grievance and arbitration procedures. Prior to implementing such a change, the Company will meet with the Plant Chairperson. In the event the matter is referred to arbitration, the arbitrator shall only have jurisdiction to consider rates for existing job classifications at the Glencoe facility and will not have jurisdiction to consider or compare rates in existence at other facilities.

## **ARTICLE 15**

### **Relief Employees:**

**15.01** The term Relief Employee, for the purpose of this agreement, refers to an employee who is selected through a job posting and is trained to perform the duties of a higher paid classification for which the employee is a relief person.

The Company will select a minimum of one (1) relief employee per classification requiring on the job training based on the same criteria as stated in Article 14.02, 14.04 (b) (d), and 14.09 of the permanent job posting selection procedure. These employees will be utilized when posted employees are absent due to illness, vacation, etc, for any regular scheduled or required overtime shift. Employees will be compensated for all

hours in the higher role when utilized by the company. Work will not be performed by out of classification employees or filled in by the same classification employees to cover an absentee. Any work to cover an absenteeism will be performed by the applicable relief employee. Employees reduced from the classification, will be temporarily recalled to the classification prior to the use of relief personnel.

Notification of these openings and the selected employee's name shall appear on the Job Posting bulletin board.

- a) All seniority employees working in the plant will be eligible to fill a relief role.
- b) An employee shall hold only one relief role at any one time.
- c) Relief roles will be identified by the classification and shift.
- d) If only one relief is needed to fill a vacancy then that will be the senior relief in the classification. If additional staffing is required the next senior employee on the relief list per shift will be used.

**15.02** An employee may remove their name from a relief position by submission in writing to their supervisor or by posting onto another relief position. An employee may post to a relief position only twice in a twelve (12) month period.

All temporary relief openings will be posted.

**15.03** An employee working in a relief position on a regular scheduled shift, before and after a statutory holiday recognized in this agreement, will be paid the higher rate for the holiday.

## **ARTICLE 16**

### **Temporary Transfers and Vacancies:**

#### **16.01**

- a) In the event an employee's classification needs to be reduced for any reason, the Company may transfer such an employee to work which is available.
- b) A transfer shall be considered temporary provided it does not exceed thirty (30) working days. If the transfer exceeds thirty (30) working days, it will be posted in accordance with the job posting procedure. The period relating to temporary transfers may be extended by mutual agreement between the Company and the Union.
- c) Unless stated otherwise, the most senior employee on the shift able to satisfactorily perform the work shall be requested to be transferred. If the most senior employee declines the opportunity to accept a temporary transfer,



the junior employee on the shift able to satisfactorily perform the work shall be transferred.

- d) Temporary transfers will not be abused in order to avoid the job posting procedure.
- e) The temporarily transferred employee will be paid their regular rate or the regular rate of the job they are being transferred to, whichever is higher.

## **ARTICLE 17**

### **Shift Switches:**

**17.01** The Company agrees to provide a system for employees to switch shifts, providing two (2) employees are within the same job classification on different shifts. The employees switching shifts must be able to satisfactorily perform the job of the employee with whom they switched. Employees wishing to switch shifts will complete the appropriate form at least two (2) weeks prior to the date of the shift switch, exceptions may be made in cases of a bona-fide emergency. All forms are to be submitted directly to Human Resources with a copy to the Plant Chairperson. The form will be posted on the job posting board for a period of three (3) days. Employees wishing to switch shifts must place their name on that form in order to be considered for the switch. The employee on the list with the most

seniority will be chosen to switch. This shift switch shall not exceed three (3) months.

All shift switches must have management's written approval prior to commencing and if for any reason, either party cannot satisfactorily perform the required work, the shift switch will be cancelled. The switch is void if either party decides to return to their previous shift or is a successful applicant in a job posting, or if a layoff and recall occur, or if an employee on a switch goes off on long term Leave of Absence.

### **17.02 Mutual Agreements**

Employees can agree to switch for a period of three (3) days or less without regard to seniority. The employees switching shifts must be able to satisfactorily perform the job of the employee with whom they have switched. Employees wishing to switch shifts will complete the appropriate form at least forty-eight (48) hours prior to the date of the shift switch, exceptions may be made in cases of bona – fide emergency. All forms are to be submitted directly to Human Resources with a copy to the Plant Chairperson.

### **17.03 Shift Transfer**

Employees may use their plant wide seniority to transfer onto other shifts through the Job Posting Procedure or while exercising their seniority in the event of a layoff or recall. Employees in the

classification where the opening exists will be given the opportunity to change shifts, according to their plant wide seniority, before the job is posted.

Before new employees are hired a posting for three (3) consecutive working days will be made for seniority employees to indicate their interest in switching shifts. Selection will be based upon plant wide seniority.

## ARTICLE 18

### **Hours of Work:**

**18.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Unless stated otherwise, the normal workweek shall consist of eight (8) hours work per day, Monday through Friday.

**18.02** The normal hours in a workday on a one (1) or two (2) shift operation will be:

Day Shift	7:00 am to 3:30 pm
Afternoon Shift	3:30 pm to 12:00 am

Employees will be given one half (1/2) hour unpaid lunch and two (2) paid ten (10) minute breaks, one (1) in each half of the shift.

The normal hours in a workday on a three (3) shift operation will be:

First shift (Midnight)	11:00 pm to 7:00 am
Second shift (Days)	7:00 am to 3:00 pm
Third shift (Afternoons)	3:00 pm to 11:00 pm

Employees will be given a twenty (20) minute paid lunch and two (2) paid ten (10) minute breaks, one (1) in each half of the shift.

**18.03** The Company will provide lunch breaks according to the following:

First Shift (midnights) – start no earlier than 3:00 a.m. and end no later than 4:00 a.m.

Second Shift (days) – start no earlier than 11:00 a.m. and end no later than 12:00 NOON.

Third Shift (afternoons) – start no earlier than 8:00 p.m. and end no later than 8:30 p.m.

**18.04** The company shall have the right to vary the start and finish times up to one (1) hour. Prior to implementing such a change the Company will meet with the Plant Chairperson. In addition, the Company and the Union may agree to change the regular hours of work.

**18.05** Subject to mutual agreement between the Company and the employee, an employee may work

in excess of their regular shift, not exceed 12 hours per day, to make up for lost hours due to medical specialist appointments. Overtime pay will not apply in this situation.

## ARTICLE 19

### **Overtime:**

**19.01** Any authorized work performed in excess of eight (8) hours in any day or forty (40) hours in any week will be paid at one and one-half (1.5) times the employee's regular hourly straight time classification rate.

**19.02** All work performed on Saturday will be paid at one and one-half (1.5) times the employee's regular hourly straight time classification rate.

**19.03** All work performed on Sunday will be paid at double (2) times the employee's regular hourly straight time classification rate. It is understood that the hour of work for the 11:00 p.m. start time on Sunday night will not be at double time.

**19.04** Any employee required to work on a recognized holiday as set forth in Article 20 shall be paid double (2) times the employee's regular hourly straight time classification rate in addition to any holiday pay which they may be entitled.

**19.05** Overtime premiums shall not be paid more than once for any hours worked and there shall be no duplication or pyramiding of overtime. Shift premiums shall not be included in the calculation of overtime compensation.

**19.06**

- a) Overtime work shall be equitably distributed among those employees who normally perform the work in the classification on the shift in which the overtime occurs. If the Company is unable to obtain sufficient employees among those who normally perform the work in the classification, the opportunity shall then be given to the employees with the least amount of overtime on the same shift who are capable, without training, of performing the work to be done. If sufficient volunteers cannot be attained the employee with the lowest overtime hours in the classification on the shift will be required to perform the overtime work.
- b) The Company will post an overtime list by 4:00 p.m. Wednesday of each week showing the accumulated hours for each employee and a copy of such list will be provided to the Plant Chairperson or their designate.
- c) The Company will post a notice by 4:00 p.m. each Wednesday outlining anticipated overtime needs for the coming weekend. Actual weekend

overtime requirements will be subject to changes in production requirements. If changes do occur they will be discussed with the Plant Chairperson or designate.

- d) Equitable distribution shall mean that in the event of overtime scheduling, the employee with the lowest accumulation of overtime hours on the shift and in the classification for which the overtime is required will be offered the overtime opportunity. No grievance will be filed when the disparity of hours between employees in the classification and shift is twenty (25) hours or less.
- e) Any errors in the posted list of overtime hours must be brought to the attention of the Company within one (1) working day of the posting, otherwise the list shall be deemed to be correct for charging purposes.
- f) Employees will be charged for overtime on the basis of hours paid or offered.
  - e.g. Eight (8) hours at one and one half (1.5) time equals twelve (12) hours charged
  - e.g. Eight (8) hours at double (2) time equals sixteen (16) hours charged.
- g) Employees who agree to work overtime but fail to report for their accepted overtime will be

charged two (2) times the charged overtime hours offered or paid. In addition such employees may also be subject to discipline unless the employee has a satisfactory reason.

- h) Employees absent for any reason for less than thirty (30) calendar days will be charged for all overtime hours they would have been offered had they not been absent.
- i) Employees absent from work for any reason for more than thirty (30) calendar days shall be credited with the average number of hours of overtime which is charged to an employee in the classification.
- j) Whenever an employee is transferred or enters into another classification or switches shifts they shall receive the average number of hours of overtime, which is charged to an employee in the classification.
- k) All overtime worked on Sunday shall be voluntary.

**19.07** The Company agrees to abide by the Hours of Work provisions in the Ontario Employment Standards Act 2000.

### **19.08 Overtime Banking**

- a) Employees may choose to receive full payment of Overtime hours worked or elect to bank the



equivalent paid overtime hours up to eighty (80) hours in a calendar year as time off or deferred cash.

- b) Time off must be taken in increments of eight hours. In justifiable circumstances an employee may with the prior approval of Human Resources take an increment of four (4) hours. Such request will not be unreasonably denied.
- c) Employees will cash in any accumulated or deferred cash lieu days if such time is not taken by November 30th each year. The Company will pay out the unused lieu days or deferred cash on the following regular pay. However with notice prior to December 1st banked time may be approved between December 1st and December 31st, and the monies will be paid in the following pay period.
- d) All requests to bank overtime hours must be submitted on the approved form prior to the overtime being worked.
- e) A copy of the signed form (employee & supervisor) will be given to the employee.
- f) When an employee requests their lieu days off, they shall do so with one (1) weeks notice on the appropriate form to be supplied by the Company and the Company will endeavor to

accommodate employees need in this request. The Company will supply a reasonable explanation if employees are not granted the dates requested.

- g) The Company shall reply in writing within three (3) working days of the request.
- h) Banked time requests will be on a first received, first granted basis. In the event two (2) or more employees request banked time on the same day seniority will prevail.
- i) The employees must own the banked time prior to making the request for banked time.
- j) When payment for banked time is made to an employee the amount per hour for such time shall be calculated on the rate in effect, in which the banked time was earned.

**19.09** An overtime sign up sheet for weekend work will be posted on the first shift of the week. Employees wishing to volunteer for weekend overtime on their regular shift will sign the sheet indicating they are volunteering for work. The posting will remain up until Thursday 7:00 a.m. In the event that there is not enough volunteers, employees with the lowest hours worked will be scheduled to work.

The Company will post by Thursday at noon the people needed for weekend overtime.

All other language currently in the collective agreement pertaining to overtime shall apply.

## ARTICLE 20

### **Paid Holidays:**

**20.01** The following shall be considered paid holidays under the terms of this collective agreement:

	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
Victoria Day	May/23/2011	May/21/2012	May/20/2013
Canada Day	Jul/01/2011	Jul/02/2012	Jul/01/2013
Friday Before	Sep/02/2011	Aug/31/2012	Aug/30/2013
Labour Day	Sep/05/2011	Sep/03/2012	Sep/02/2013
Thanksgiving Day	Oct/10/2011	Oct/08/2012	Oct/14/2013
Christmas Shutdown	Dec/23/2011	Dec/24/2012	Dec/24/2013
	Dec/26/2011	Dec/25/2012	Dec/25/2013
	Dec/27/2011	Dec/26/2012	Dec/26/2013
	Dec/28/2011	Dec/27/2012	Dec/27/2013
	Dec/29/2011	Dec/28/2012	Dec/30/2013
	Dec/30/2011	Dec/31/2012	Dec/31/2013
New Years Day	Jan/02/2012	Jan/01/2013	Jan/01/2014
Good Friday	Apr/06/2012	Mar/29/2013	April 18, 2014
Easter Monday	Apr/09/2012	Apr/01/2013	April 21, 2014
	14	14	12

**20.02** Employees must work the complete scheduled work shift before and after the holiday to be entitled to holiday pay. Any employee absent from work on the qualifying days for the Christmas

Holiday will be penalized one (1) day holiday pay for each qualifying day the employee is absent.

**20.03** Employees on vacation during a paid holiday will be allocated an additional day of vacation upon request.

**20.04** Employees eligible for holiday pay shall be paid for eight (8) hours at their regular base rate of pay.

**20.05** Holidays falling on a Saturday will be observed on the previous Friday. Holidays falling on a Sunday will be observed on the following Monday.

## **ARTICLE 21**

### **Vacations:**

#### **21.01**

a) Vacations with pay shall be granted to employees of the Company on the basis of their seniority as of December 31 each year as outlined below:

90 days to 1- year-8 hours/month completed to a max. of 80 hrs.

1-5 years -2 weeks (80 hours)

5-12 years -3 weeks (120 hours)

12 years plus -4 weeks (160 hours)

25 years plus -5 weeks (200 hours)

- b) If an employee has worked in a pay period, during the eligibility year, and is in receipt of WSIB or Sickness & Accident Benefits, they will be entitled for vacation pay. The current practice of paying the vacation pay upon their return will be maintained.
- c) Employees are required to take their full vacation entitlement each year and vacation pay will be issued when vacation is taken.

**21.02** Vacation pay and entitlement is earned in the previous year to be taken in the current twelve-month period. Vacation pay is a percentage of previous years earnings, less vacation pay, as below:

- |                                     |     |
|-------------------------------------|-----|
| 1. Five years or less seniority     | 4%  |
| 2. Five to twelve years seniority   | 6%  |
| 3. Over twelve years seniority      | 8%  |
| 4. Over twenty years seniority      | 9%  |
| 5. Over twenty-five years seniority | 10% |

Introduce Vacation Pool Employees for the months of May to September inclusively.

Flexibility for skilled and unskilled labour that can be utilized exclusive irrespectively of employee layoff status. It is understood and agreed by both parties that any employee who is temporarily laid-off would be recalled prior to the utilization of the vacation pool provisions of the collective agreement. The company and the union shall review vacation requests during the April process

of vacation submissions in respect to the utilization of Vacation Pool employees. It is the intent to of this process to allow maximization of employee's respective vacation entitlement.

**21.03** The Glencoe plant vacation period is January 1 to December 31 with no carryover.

**21.04** Vacations must be requested in writing by April 15th of each year directly to the employee's supervisor on the appropriate form. The Company will respond to vacation requests by May 15th. Vacations will be scheduled by seniority within classification. Employees not requesting vacation by April 15th shall have their vacations scheduled for them on a first come, first served basis.

**21.05** The Company may require employees to take vacation during a plant shutdown scheduled in July or August. The Company will advise employees by March 25 if there will be a plant vacation shutdown and the target date for such shutdown. The occurrence and timing of the shutdown will be updated according to customer requirements and any changes will be communicated to all employees.

**21.06** The finalized vacation schedule shall be posted on the notice board by May 15th and shall not be changed unless mutually agreed upon between the Company and the Employee.

## ARTICLE 22

### Shift Premiums:

**22.01** A shift premium will be paid to employees for all hours worked on afternoon shift and night shift as follows:

1. Afternoon shift \$0.50
2. Night shift \$0.50

## ARTICLE 23

### Occupational Accidents or Illness:

**23.01** When an employee suffers an occupational accident or illness on the Company premises or while on Company business during their working hours and is certified by a physician as unable to return to work, such employee shall be paid their applicable hourly straight time rate for the balance of their shift. If needed, the Company will supply transportation to the physician, home or hospital on the first day of the injury or illness, and after treatment, transportation to the plant and/or home on the first day.

**23.02** Upon returning to work the employee will supply a doctor's

## ARTICLE 24

### **Work by Non-Bargaining Unit Employees:**

**24.01** Non-Bargaining Unit personnel shall not be permitted to do work normally performed by Bargaining Unit employees except:

- a) In an emergency when regular employees are not available, either by call-in or transfer.
- b) In the instruction and training of employees.
- c) To aid in determination of problems and required corrective actions.

**24.02** No Bargaining Unit employee shall be laid off or displaced as a result of Non-Bargaining Unit employees performing Bargaining Unit work.

## ARTICLE 25

### **Leaves of Absence:**

**25.01** All Leaves of Absences for seniority employees shall be without pay, except as may be specifically provided for herein.

**25.02** The Company will grant a Leave of Absence without pay for a period of greater than three (3) consecutive working days to a maximum of three (3) months to any seniority employee, for legitimate personal reasons. All approved leaves of absence



pursuant to this article will not count against “no – faults”. Any employee who is absent with such written permission shall continue to accumulate seniority. Whenever possible, requests for such leave shall be given in writing to the Human Resources Department at least two (2) weeks in advance. Whenever possible, the Company will respond within one (1) week. Exceptions will be made for bona - fide emergencies.

### **25.03**

- a) The Company will grant Leave of Absences without pay to employees for authorized Union business such as meetings and conventions. Requests for such leave will be made to the Human Resources Department at least one (1) working day prior to the commencement of the said leave. No more than eight (8) employees at the same time will be granted such leave. For the purpose of this clause;
- b) the Company agrees to supplement regular full-time employees for lost earnings who are absent from work at their straight time hourly rate, provided they are on an approved and authorized Union Leave of Absence of not more than five (5) consecutive work days. If there are situations whereby the approved Leave of Absence will be longer than five (5) days it will require the additional approval of the Plant Manager. The

President of Local 27 and / or the Plant Chairperson will forward to the Company a list of names and the amount of lost time hours to be paid by the Company. The Company will then be reimbursed by Local 27, C.A.W. within thirty (30) days of submitting an invoice/statement to the Union.

- c) An employee of the Company elected or appointed to a full-time position in Local 27 C.A.W. or the National Union, C.A.W. shall be granted a Leave of Absence by the Company for a period of up to three (3) years or the life of this agreement, whichever is longer, without pay or benefits. Such employee shall retain and continue to accumulate seniority. The Union agrees to give the Company, at least one (1) month advance notice of the commencement of such leave of absence, if possible.

#### **25.04 Pregnancy/Parental Leave of Absence**

Will be granted in accordance with the Employment Standards Act. An employee may be granted an extension of his/her pregnancy/parental leave after the time limits provided under the Employment Standards Act, if medically required and substantiated by a physician's certificate and if such extensions are requested in writing to the Human Resources Department at least fifteen (15) working days prior to the termination of her/his original leave.

## **25.05 Leave of Absence For Imprisonment**

The Company may grant an employee with seniority a leave of absence without pay for a period not to exceed one hundred and twenty (120) calendar days if the employee is convicted and jailed for an offense under the Highway Traffic Act or Criminal Code arising out of the operation of a motor vehicle. The Company will also consider granting leaves for imprisonment for other minor offenses under this clause. An employee shall be entitled to only one (1) leave during the term of their employment.

## **25.06 Education Leave**

A leave of absence without pay or benefits for a period not to exceed one (1) year without loss of seniority may be granted to an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. A request for a Leave of Absence to attend primary or high school will be regarded as being within the intent of this section and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or

schools has accepted them as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves will not exceed one (1) year.

Such employee shall give notice in writing to the Human Resources Department at least three (3) weeks prior to the date they plan to return to work.

### **25.07 Medical Leave of Absence**

Any employee with seniority who is unable to work for a period of greater than three (3) working days due to illness or injury, and who furnishes satisfactory evidence thereof, indicating the anticipated length of absence, will be granted a Leave of Absence while disabled with no loss of seniority. Medical Leaves of Absence will not count against the ten (10) “no-fault” days.

**25.08** An employee’s reinstatement from a Medical Leave of Absence beyond three (3) consecutive working days is conditional upon the employee supplying a certificate from a physician that they are able to return to work from the injury or sickness, which caused the absence. An employee who returns to work after a medical leave shall be reinstated to their former classification, job and shift, provided they still exist, with no loss of seniority.

**25.09** Employees shall call the Company on the first day of absence that they are unable to work, stating the reason for their absence and their anticipated date to return to work. They will update the Company should this date change. It is understood that where possible employees must call in prior to the beginning of their shift.

## **ARTICLE 26**

### **Bereavement Leave of Absence:**

#### **26.01**

- a) In case of the death of the following family members, seniority employees will be given five (5) regularly scheduled working days off (excluding Saturdays, Sundays and holidays) with regular pay immediately following the death of an employee's:

Current Spouse	Child	Step – Child
Parent	Brother	Sister

- b) In the case of the death of the following family members, seniority employees will be given three (3) regularly scheduled working days off (excluding Saturdays, Sundays and holidays) with regular pay immediately following the death of an employee's:

Step-Parent	Current Spouse's Parents
Half-Brother	Step-Brother
Half-Sister	Step-Sister
Grandfather	Grandmother
Grandchild	

- c) In the case of the death of the following family members, seniority employees will be given one (1) regularly scheduled working day off (excluding Saturdays, Sundays, and holidays) with regular pay immediately following the death of an employee's:

Current Spouse's Brother	Son-In-Law
Current Spouse's Sister	Daughter-In-Law
Brother's Current Spouse	Current Spouse's Grandfather
Sister's Current Spouse	Current Spouse's Grandmother

**26.02** If bereavement leave is required during a scheduled vacation, the vacation day(s) will be rescheduled for a later date.

**26.03** Bereavement leave approval forms are to be submitted to the employee's immediate supervisor.

**26.04** Such paid bereavement leave as described above is only payable where the employee would otherwise be at work during this period.

**26.05** The Company may request an employee to provide satisfactory evidence under this clause.

**26.06** Additional unpaid leaves may be requested for special circumstances. For example: to attend a funeral, which requires extended traveling.

## **ARTICLE 27**

### **Jury Duty Leave of Absence:**

**27.01** Seniority employees who are called to and report for jury duty, or are subpoenaed as a Crown Witness in a criminal or civil proceeding, shall be paid their hourly rate for each day lost, less any jury duty or witness fees received, if the employee would otherwise have been scheduled to work for the Company on such day. For purposes of this article, the employee shall be deemed to be on the day shift.

## **ARTICLE 28**

### **Reporting-In-Pay:**

**28.01** If employees report for work on their regular shift and/or overtime shift without being informed at least two (2) hours before the shift starts that their services are not required, they will be given the opportunity to work four (4) hours or they shall receive at least four (4) hours pay for the shift in question, unless the reason for their services not being required is beyond the Company's control.

## ARTICLE 29

### **Call-Back-Pay:**

**29.01** If an employee is called back to work after they have left the plant at the completion of their regular shift, they will be given the opportunity to work a minimum four (4) hours work if work is available. If work is not available the employee shall be paid four (4) hours pay at the applicable overtime rate.

## ARTICLE 30

### **Safety and Health:**

**30.01** The Company shall institute and maintain all necessary precautions to guarantee every worker a safe and healthy workplace and to protect the environment. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice, and all relevant environmental laws, regulations, and codes of practice in effect on November 13th, 1995. All standards established under these laws shall constitute minimum acceptable practice to be improved upon as recommended by the Joint Health and Safety Committee.

**30.02** The Company and the Union agree to maintain the established Joint Health and Safety Committee, consisting of the Manufacturing



Manager, Human Resources Manager, and ESH Coordinator, for a total of three (3) Company representatives and three (3) Union representatives for a total of six (6). The Company and the Union shall recognize the alternate Health and Safety representative in the absence of the regular Health and Safety representative; the alternate representative shall fulfill the duties of the regular representative in their absence.

- a) This committee will meet at least once a month with additional meetings as required to address current safety issues.
- b) Members of the committee will be allowed three (3) hours a month to prepare for meetings in addition to the time required to attend meetings.
- c) The Union Health and Safety committee will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available for which they are able and willing to perform. The Health and Safety Committee will stay on the shift they represent provided said shift is in operation, and if that shift is not operational they shall use their seniority to go to another shift and still perform their Health and Safety duties.

**30.03** The Committee will have two (2) joint Chairpersons, one of who will be a Company certified representative and one whom will be a Union certified representative. The Chairpersons shall be selected from the members of this committee. One of the Co-Chairpersons shall be a Union member chosen by the Union. The other Co-Chairperson shall be a Company representative.

**30.04** In addition to the duties imposed under the Health and Safety Legislation, the Committee shall be responsible for the following:

- a) Scheduling and attending regular or emergency meetings called by the Safety Committee or due to inspections or Ministry of Labour visits.
- b) In addition to regular meetings, as per the Occupational Health and Safety Act, the Safety Committee shall tour and inspect the premises for Health and Safety concerns and make recommendations for changes and/or corrections for the elimination of Health and Safety hazards.
- c) Receive, investigate and address safety complaints and dangerous circumstances in a timely manner and prepare necessary reports or recommendations.
- d) Every injury or near-miss which involved or would have involved a worker going to a doctor

or hospital must be jointly investigated and reported immediately to the Departmental Supervisor along with the completion of a Company Accident Incident Report. In case of an accident or injury the Health and Safety Committee will also investigate and prepare a report.

- e) Write job task analysis (physical demands analysis) in conjunction with the workers concerned.

**30.05** The Company will provide the Joint Health and Safety Committee with complete hazard information on all hazardous substances in the workplace as well as information concerning the conducting or taking of tests for any equipment, machine, device, article, thing, material or biological or physical agent in or about a workplace as required by the OHSA. The Union Co-chairperson (or designate) of the JH&S Committee will be present for the above mentioned testing. The company shall provide the committee (who will sign off as per the procedure for sign off) with an MSDS for all new substances and processes to be introduced.

**30.06** Employees of the Company shall have the right to refuse work they feel is unsafe or hazardous in accordance with the provisions of the Ontario Health and Safety Act as in effect November 13th, 1995.

- a) The Company shall ensure that all employees are informed and trained annually that they have the right to refuse hazardous work. The program will be reviewed by the Committee. The Company further agrees to provide this information during all employee orientations.
- b) If a worker exercises their right to refuse they shall notify the supervisor who will advise a Union member of the Health and Safety Committee. The employee shall stand by in a safe place and participate fully in the investigation of the hazard.
- c) At stage two the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused without knowing the details of the refusal and that another employee has refused to work. The Ministry of Labour will be notified before a worker is re-assigned.
- d) The Union Co-Chairperson of the Joint Health and Safety Committee, the alternate, or the Union safety representative on the shift shall participate in the investigations at every stage. Recommendations will be accepted from all parties involved in the investigation.
- e) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in

any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice. There will be no loss of pay, seniority or benefits during the period of refusals.

### **30.07**

- a) The Company agrees to provide training as required by the Health and Safety Act for the Joint Health and Safety Committee and alternates. The Company will ensure that the lost time, per diem or meal, and travel and accommodations if required will be paid to all employees who participate in education or training required by this Article 30.07
  
- b) All Union members and alternates of the Joint Health and Safety Committee will attend the following courses (training for level 1 and level 2 within six (6) months):
  - WHSC Level I and II (Law)
  - WHSC Level II (Committees)
  - WHSC (Ergonomics)
  - WHSC Certification Course
  - WHSC MIPP

**30.08** Upon the request of a member of the Joint Health and Safety Committee and upon reasonable notice to the Human Resources Manager, the Union's designated National Safety Representative will be given permission to access the plant in order to confer with Union Safety Committee members.

**30.09** The Company agrees to continue its current practice in regard to providing protective equipment as outlined in the PPE Assessment developed and recommended by the Health and Safety Committee. Safety shoes and prescription safety glasses will be paid at the levels negotiated in this agreement.

**30.10** The Company will maintain a lockout, confined space and ergonomic procedure that comply with current Health and Safety legislation. These procedures and training programs shall be reviewed and developed by the Health and Safety Committee.

**30.11** New ventilation on all sources of airborne contamination will be implemented in reference to ACGIH Industrial Ventilation Manual.

- a) The Company shall ensure that local exhaust ventilation systems are installed and maintained.
- b) The Company shall ensure that adequate general plant exhaust ventilation systems are installed and maintained.

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

**30.13** The parties to this agreement recognize the importance of confidentiality of health information and of access by employees to their own health information. Only the Company appointed coordinator of health care information shall have access to records. This information shall not be released unless an employee has signed an authorization form.

**30.14** There shall be qualified first aid attendants holding a St. John Ambulance Standard certificate or equivalent present on all shifts. The Company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.

**30.15** Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

**30.16** The Company agrees to provide necessary training to employees as recommended by the Health and Safety Committee.

**30.17** Form 7's, 8D's and supervisor's accident reports will be supplied to the Union Health and Safety Co-Chairperson within four (4) days as per

OHSA Section 52. (1) of being advised of an accident or injury for the purpose of making recommendations. A copy will also be supplied to the Plant Chairperson.

**30.18** The Union and Company Co-Chair shall be advised by the Company prior to new or modified equipment or processes being introduced into the plant.

**30.19** No employee will be allowed to work alone in an isolated area without some type of a monitoring system implemented.

**30.20** The Union Co-chair of the Health and Safety Committee shall be given up to four (4) hours a month to conduct Safety and Health related business. Where possible, 24 hours notice of time required shall be provided to Human Resources. Such permission shall not be withheld and will be granted. Additional time, where required to investigate urgent Health and Safety issues can also be provided upon reasonable notice to the Human Resources Manager.

## **ARTICLE 31**

### **Students:**

**31.01** Students will only be permitted to work during the period May 31 to September 01 and will not work if any Bargaining Unit employee is laid off.



## ARTICLE 32

### Employee Benefits:

**32.01** Benefits and plans referred to in this Article 32 are necessarily qualified in their entirety by reference to the underlying policy or contracts of insurance whether issued by private carriers or Government agencies.

### **32.02 Life Insurance** **Employee Life Insurance**

The Company will pay one hundred percent (100%) of the premium cost of life insurance, accidental death and dismemberment insurance for seniority employees in accordance with the following schedule:

	Year 1	Year 2	Year 3
Life Insurance	\$38,000	\$38,000	\$38,000
Accidental Death	\$38,000	\$38,000	\$38,000

### **Optional Dependant Life Insurance**

The Company will make available and administer Dependent Life Insurance as below: Premiums to be paid 100% by the employer.

	Year 1	Year 2	Year 3
Dependent Life (spouse)	\$13,000	\$13,000	\$13,000
Eligible Child	\$6,500	\$6,500	\$6,500

### **32.03 Extended Health Care Plan**

#### **a) Ward Health Care**

The company will pay 100% of the premium cost of ward coverage for seniority employees and for their dependents. The coverage pays for 100% of the cost of services.

#### **Semi-private Health Care (Drug and Alcohol Rehabilitation)**

The Company will pay 100% of the premium cost of semi-private coverage for seniority employees and for their dependents. The coverage pays for 100% of the cost of services.

#### **b) Prescription Drugs**

##### **DTF for Drugs:**

Reimbursement will be based on a Two Tier drug formulary, Tier one (1) which specifies the prescription drugs eligible for reimbursement at one hundred percent (100%), and Teir two (2) which specifies the prescription drugs eligible for reimbursement at seventy percent (70%). Revisions of drugs are automatically updated to the pay direct drug system.

- \$9.00 maximum for dispensing fees
- Age 65 and over (active) will partake in the ODB – unpaid ODB will be paid through the DTF

The Company and the Bargaining Committee agree to meet, if needed, within six (6) months of the implementation of the DTF to discuss the new plan and review problems. The Bargaining Committee can request reinstatement of the old plan (if stated problems cannot be resolved satisfactorily) which will take place within thirty (30) days of written notice from the Union. This option can be exercised up to one year from the implementation of the DTF.

### **The old Plan:**

The Company will pay 100% of the premium cost of prescription drug plan coverage for seniority employees and for their dependents. A 10% co-payment drug card will be provided to all seniority employees.

### **32.04 Dental Plan**

The Company will provide and pay 100% of the premium cost to a maximum per year of \$2000.00 per individual covered, of a basic 80% dental plan providing routine treatment coverage for seniority employees and their dependents and 100% of the cost for seniority employees and their family for Preventive and Maintenance care. The current Ontario Dental Association schedule will be the basis for reimbursement under the plan, with a \$25 deductible for the employee and \$50 deductible for their family each calendar year.

The Company will maintain a one (1) year lag on the ODA fee schedule.

Effective March 05/2003 the Company will add coverage for Endodontics.

The Company will increase coverage for orthodontics to \$1,650 lifetime maximum effective April 18, 2008. Effective May 30, 2004 the company will add coverage for dentures to a maximum of \$500 every three years.

### **32.05 Short Term Disability (Weekly Indemnity)**

The Company will provide a weekly indemnity plan on a 1-1-3-26 basis to yield weekly indemnity at 66-2/3% of the employee's regular weekly rate. In consideration of the fact that the Company has negotiated additional benefits greater than the savings which will result from granting a weekly indemnity plan to a standard that qualifies for premium reduction, the parties hereto agree that the Company shall be entitled to retain the full amount, i.e., twelve-twelve's (12/12) of the premium reduction granted by the Unemployment Insurance Commission. An employee applying for Workers Compensation Benefits may collect Short Term Disability until the Workers Compensation Claim is processed at which time the employee must repay the Short Term Disability payments.

### **32.06 Long Term Disability Insurance**

The Company will administer a mandatory long-term disability plan for all new employees and a voluntary plan for all seniority employees unless already enrolled.

The employee will pay 100% of the premium cost of the plan in order for the benefits to be tax-free. The plan will pay 60% of the employee's monthly pre-disability earnings as of the date that the disability commenced, up to a maximum of \$3000.00 per month.

### **32.07 Benefit Continuation**

Benefits will be continued at no cost to the employee for six (6) months for employees receiving short-term disability benefits, one (1) year for employees receiving WSIB benefits and two (2) years for employees receiving Long Term Disability Benefits.

### **32.08 Registered Retirement Savings Plan**

The Company will administer a voluntary Registered Retirement Savings Plan for all seniority employees with more than one (1) year's service. The Company will contribute 25% of the employee's contribution. Effective April 18, 2008 increase RRSP contributions from 1.5% to a maximum of 2% of straight time earnings.

### **32.09 Vision Care**

- a) The Company will contribute to the cost of prescription eyeglasses for seniority employees, their spouse and dependent children according to the following schedule:

Year 1	Year 2	Year 3
\$225	\$225	\$225

- b) The Company will pay up to \$225 every two (2) years towards the cost of prescription safety glasses for seniority employees only. The Company will pay for the repair or replacement of prescription safety glasses if they have been damaged at work. The company will pay according to the following schedule for prescription glasses with bifocals or trifocals only.

Year 1	Year 2	Year 3
\$225	\$225	\$225

Prescription Safety glasses must be purchased at the Optometrist of the Company's choice.

### **32.10 Safety Footwear**

The Company will contribute to the cost of safety footwear according to the following schedule:

	Year 1	Year 2	Year3
Shoe Allowance	\$170	\$170	\$170

### **32.11 Educational Assistance**

The Company will maintain an educational assistance program as per Company policy # 6

### **32.12 Travel Allowance**

The Company will reimburse the employees for voluntary use of a personal vehicle on Company business at a rate of \$0.45 per kilometer.

### **32.13 E.A.P Program**

The company will continue to provide an Employee Assistance Program and the cost of this service will be borne by the company. Prior to changing the EAP provider, the company will consult with the Union. Any new provider will provide services comparable to the existing EAP.

One of the two (2) in-plant EAP contacts shall be a woman, and she will function as the Women's advocate. The Women's advocate will be available for female employees that may sometimes need to discuss with another woman matters such as violence or abuse at home, or workplace harassment. Prior permission from the Human Resources Manager must be obtained.

If there is no female member elected to the bargaining committee, the Women's Advocate will participate in contract negotiations.

**32.14** The Company will pay employees once weekly on Thursday, except where there is a statutory holiday on a Monday when it will be delayed until Friday.

**32.15** The Company agrees to pay into a special fund two cents (\$0.02) per hour, per employee for all compensated hours for the purpose of providing Paid Education Leave. Such leave will be for upgrading the employee skills 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, CAW, effective from date of ratification, and sent by the Company to the following address:

CAW Family Education Centre  
PEL Training Fund  
R.R.#1, Port Elgin, ON  
N0H 2C5

A leave of absence will be granted for a maximum of 160 hours per year to avail employees of the use of the Paid Education Leave.

### **32.16 Company Paid Pension Plan**

All employees will partake within a new RPP as follows replacing CWIPP:

2.0%	- less than 10 years of service
3.0%	- 10 years to less 20 than years of service
4.0%	- 20+ years of service

Service years as of January 1st of each year

**Level 1** - Credit of \$60 per point (total of age +service) to those who are age 55 – 59 with 10+ years of service, made to RPP. Paid at the rate of 20% per year each year over 5 years.



**Level 2** - A higher credit of \$120 per point to those who are age 60+ with 10+ years of service; again to more surgically address those who are more of a concern within or target group. Paid 50% in year 1 and 50% in year 2.

**Level 3** - \$165,000 transition credits – This could be a credit outside of the plan (outside due to governmental contribution limitations), targeted to those with a remaining shortfall after the level 1 and level 2 transition credits. Given we cannot get enough into the RPP because of the contribution limitations, this would be the good faith alternative. It is essentially the offering of cash bonus credits to the few remaining individuals with projected shortfalls compared to the projected CWIPP benefit levels (assuming an 18% reduction, which is a smaller reduction than the 32% reduction most recently estimated and communicated by CWIPP).

**Retires** - A contribution of \$120,000 paid to CWIPP to be allocated to current retirees to offset potential shortfalls. In addition we ask that the CAW petition CWIPP for the Pensioners Protection Reserve (PPR) to be enacted.

In summary, the intent is to better allocate the amount of spend on transition credits, and make the most out of those dollars. We feel the best way of doing that is to give a certain level to the broader group who have a projected shortfall; and a higher amount to those in that group who are the worst off (age 60+). That allows us to allocate amounts more efficiently, while still being with the rules from a plan perspective.

**32.17** The company agrees pay into the Social Justice Fund one cent (\$.01) per compensated hour per employee effective June 1, 2004. Such monies are to be paid on a quarterly basis into the CAW Social Justice Fund (SJF) which is a registered charity established by the National Union, CAW. The company is to forward the quarterly payment to the following address:

C.A.W. Social Justice Fund  
205 Placer Court  
Toronto, Ontario. M2H 3H9

The company will be issued a charitable receipt for each payment.

**32.18** New hires are not eligible for dental, vision benefits etc. until 1 (one) year from date of hire. Prescription safety glass coverage and prescription drugs coverage will follow the current benefit practices.

## ARTICLE 33

### Skilled Trades:

**33.01** Skilled Trades for the purpose of this agreement shall be those trades and classifications working in either Maintenance or Electrical occupational groups listed below:

Journeyman  
Apprentices

**33.02** The term "Journeyman" as used in this agreement shall mean any person who presently holds a Journeyman classification or equivalent in a skilled trades occupation in the Maintenance classification as listed below:

Industrial Electrician  
Industrial Millwright  
Machinist  
Toolmaker

**33.03** When an opening occurs in the Journeyman classification, entrance will be limited to those individuals who:

- a) Presently hold a Journeyman certificate in a skilled trades occupation as listed in paragraph 33.02
- b) Have worked a minimum of eight (8) years at the trade with a CAW Journeyman card.

### 33.04

- a) Seniority in the skilled trades shall be by occupational groups; as per the skilled trades seniority. The Maintenance is one group and Electrical is another.
- b) Employees entering a trade shall have date of entry in the skilled trade's classifications as listed in Article 33.02.
- c) Layoff and recall within skilled trades will be by occupational group as outlined in Article 33.04
- d) The apprentices will exercise their seniority within their occupational group. (For example: If there are four apprentices in the electrical group and a reduction in this number is required, the person with the highest seniority from the date of entry into the apprenticeship group will be the last laid off and shall be the first to be reinstated.)

An apprentice will exercise their relative plant seniority at the time of layoff from the apprenticeship.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising

bumping rights as a result of layoff. Accumulation of production seniority is frozen and excludes time served in the apprenticeship.

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they obtain a Certificate of Apprenticeship. Apprentices are required to obtain their Certificate of Qualification within one year of completing their Certificate of Apprenticeship. In exceptional cases, this time period may be extended with Company and Union agreement. Failure to obtain their Certificate of Qualification within one year will result in the employee exercising their production seniority into the production classifications.

- e) In the event of a layoff in the skilled trades, Article 33.09(a) will not apply. Therefore, apprentices will be laid off prior to Journeyman within the applicable occupational group.
- f) All skilled trades' employees, during the normal course of their job function may operate a lift truck to complete a work assignment.

### **33.05**

- a) The Company agrees to deduct Canadian Skilled Trades Council Dues as adopted by the Canadian Skilled Trades Council equal to ½ hour of wages per year at the employee's base rate.
- b) The first such dues deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one (1) months work in a calendar year. These deductions along with the employee's names shall be remitted to the Financial Secretary of the Local Union.

**33.06** All skilled trades' employees are responsible to supply their own tools necessary to properly perform their job.

The employees must provide an inventory of all tools and toolboxes kept on Company premises, including brand names, condition and approximate value in order to participate in the tool replacement policy. This inventory will be verified by the Company and kept on file for cross-reference should a loss occur.

All employee owned tools damaged or worn out while performing work for the Company or employee owned tools stolen from Company property will be

replaced with a new tool of equal value provided that:

- a) The damaged or worn tool is turned in to the Company, and
- b) The tools or toolbox is listed on the employee inventory of tools.

Tools to be replaced by the Company will be done within fifteen (15) working days.

### **33.07 Skilled Trades Overtime**

When overtime is required in the Maintenance department, overtime will be offered according to the Overtime Equalization Article 19.06 (a). When there are no volunteers, then the other department will be asked according to the Overtime Equalization Article 19.06 (a).

If there are no volunteers from the other department, then the employee(s) with the lowest actual hours, in the department requiring the overtime will be required to work. All overtime will be accumulated by the employee regardless of where the overtime was worked.

In the case of skilled trades classifications overtime equalization shall not apply whenever the particular work being performed is a continuation of the particular project assigned for that day. Overtime equalization will not apply when a skilled trades

person is working on a build project for which the employee is the main person involved with the key elements of the design for which the use of other personnel would cause delays or rework.

**33.08** Any permanent job vacancies required in Skilled Trades will be posted in the department with the opening. This will not limit the Company from using trades from Maintenance in the case of major breakdowns or emergency requirements.

### **33.09 Apprentices**

The purpose of this section is to define the provisions governing registration, education, seniority, and all other matters related to a skilled trades apprenticeship. The Company will recognize and may offer apprenticeships in all the trades as listed in 33.02.

- a) It is the Company's policy and intent to promote from within through the apprenticeship program to fill vacancies in the Journeyman classification. A minimum of three (3) apprentices will be maintained as long as there is a minimum of fifteen (15) licensed skilled tradespersons. Additional apprenticeships may be filled based on projected staffing requirements.
- b) There shall be a Joint Skilled Trades Committee composed of an equal number of members, three



- (3) from Management and three (3) from the Skilled Trades group, including the Skilled Trades Committee Person. The joint committee will have monthly meetings or special meetings will be called if necessary. These meetings will be to assess the apprentice's progress. If any committee member cannot be present their alternate will attend the meetings. Additional personnel may be present at meetings as required.
- c) The function of the Joint Skilled Trades Committee will be to advise the Company on phases of the apprenticeship-training program. This committee will meet monthly or as required.
  - d) The Joint Skilled Trades Committee will establish a related progressive training schedule for the apprentices, similar to that recommended by the CAW apprenticeship standards, offering full exposure to all aspects of the apprentices trade. The joint committee will arrange for the apprentices to attend such courses paid by the Company.
  - e) Apprentices will be required to attend classes for related instruction. The Company will pay for any time spent in classroom instruction and/or for educational materials.
  - f) An apprentice, upon completion of the apprenticeship shall receive the Journeyman status as per 33.01, as well as the applicable wage rate.

- g) Credit for previous experience in an apprentice-training program or in a Skilled Trade in any plant may be granted up to the time required. All apprentices will be registered with the applicable government branch.
- h) At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given.
- i) The Committee shall have authority to recommend discipline for an apprentice and/or to cancel the apprenticeship agreement at any time for cause pertaining to the apprenticeship such as (a) inability to learn, (b) unsatisfactory work, (c) lack of interest in work or education, (d) failure to attend classes of related instruction.
- j) When openings become available for apprenticeship schooling, the Company will make every effort to release apprentices to attend, up to a maximum of three (3) apprentices at a time.
- k) Where an apprentice is required to travel more than 160 km. one way for the purpose of apprenticeship schooling, the Company will pay a \$ 100.00 per diem for Monday through Thursday if the apprentice does not commute on those days.

- l) All applicants applying for apprenticeships must have a Grade 12 or equivalent. When applying for an apprenticeship, the applicant will provide all relevant documentation including an application, transcripts, post secondary education certificates, relevant courses to the trade, and previous work experience. Applicants will be required to take an aptitude evaluation and have an interview with the skilled trades committee prior to final selection.
- m) The Company will continue its present policy of reimbursing apprentices with the amount of wages necessary to top up their Apprenticeship Training Allowance to forty (40) hours pay at their regular rate.
- n) No employee's base rate will be reduced as a direct result of entering into an apprenticeship program and they shall maintain their base rate until such time as adjusted by the wage progression.

**33.10** Apprentice pay schedules will be as outlined below:

PERCENTAGE OF JOURNEY PERSON RATE OF PAY	1000 HRS	2000 HRS	3000 HRS	4000 HRS	5000 HRS	6000 HRS	7000 HRS	8000 HRS	9000 HRS
MILLWRIGHT APPRENTICE	65	70	75	80	85	90	95	95	
TOOLMAKER APPRENTICE	65	70	75	80	85	90	95	95	
MACHINIST APPRENTICE	65	70	75	80	85	90	95	95	
ELECTRICAL APPRENTICE	65	70	75	80	85	90	90	95	95

## **SKILLED TRADES – MAINTENANCE**

### **Maintenance Mechanical Journeyperson Entry requirements;**

Industrial Millwright

Toolmaker

Machinist

Completion of a recognized apprenticeship program.

### **Required skills;**

- Instruct others in the building / rebuilding of equipment.
- Work with limited supervision.
- Complete assigned projects in a timely manner.

### **Maintenance Electrical Journeyperson Entry requirements;**

Licensed Industrial Electrician

Completion of a recognized apprenticeship program.

### **Required skills;**

- Install and repair electrical installations as required in the plant.
- PLC programming.
- Liaison with Government Electrical Inspectors.

### **33.11 Skilled Trades Training and Development:**

In addition to the apprenticeship program, the Joint Skilled Trades Committee will advise the Company on training and development needs for the skilled trades. The Joint Skilled Trades Committee may also provide assistance in developing training programs as required.

## **ARTICLE 34**

### **Administration of Discipline:**

**34.01** When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline less than a suspension, the employee and the shift Committee Person or designate will be so informed, in advance of the interview and the employee will be advised that they may have their Committee Person present. The meeting will be conducted in a private area. The Plant Chairperson or designate will be notified in advance of all suspensions and terminations. In the event it is necessary to suspend an employee pending investigation, the Plant Chairperson will be notified as soon as possible. The Plant Chairperson or their designate shall be present at all meetings dealing with suspensions/terminations. The Plant Chairperson shall receive copies of all disciplinary action taken against employees.

**34.02** Should an employee be discharged at a meeting at the plant, the Company shall give the discharged employee an opportunity, before leaving the plant, to meet a Committee Person for a reasonable period of time in a private area. The Company will conduct the termination meeting at the plant. However, exceptions may occur. The Plant Chairperson will be advised in advance of these situations and will receive a copy of the written termination.

**34.03** The Company will take any required disciplinary action within five (5) working days after the date of the alleged action unless a reasonable reason for the delay exists. The Company will advise the Union of the reason for the delay.

**34.04** The Company will provide the employee and the Union with a written reason for the disciplinary action at the time that the discipline is given. In the event that the written reason is issued at a later date, the five (5) day time limit under Article – 9 Step 3 of the grievance Procedure for the employee to initially discuss or grieve the discipline will be from the date the written discipline is issued.

**34.05** No disciplinary action shall remain in an employee's personnel record for a period longer than twelve (12) months.

## ARTICLE 35

### **Substance Abuse:**

**35.01** During negotiations, the Company and the Union representatives discussed substance abuse as it affects our employees. In addition to the serious consequences to the individual both parties recognize that substance abuse contributes to absenteeism and turnover and other disruptions of the workforce, and it can adversely affect safety, job performance and employee morale.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance may include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

A committee will be set up comprised of representatives from the Company and the Union to administer the program.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

## ARTICLE 36

### **No-Faults:**

**36.01** Effective January 1, 2009 employees will have ten (10) no fault occurrences per year without being subject to a discipline procedure. All occurrences after ten (10) in any calendar year will be subject to discipline.

Based on the ten (10) no fault occurrences, the Company will pay fifty dollars (\$50) for each unused occurrence to a maximum of five hundred dollars (\$500) net. An occurrence will be defined as any absence, late, or an early quit (left early) other than vacation, bereavement or paid Union business or other leave as identified in the agreement.

Upon completion of the probationary period employees will be given a pro-rated number of no-fault occurrences, until the end of the calendar year. (i.e.: if hired June 1st, the employee would be allowed five (5) occurrences after probation.)

## ARTICLE 37

### **Attendance Award:**

**37.01** The Company will maintain a perfect attendance award program as per Company Policy # 7.



## ARTICLE 38

### **Minutes of Silence:**

**5.11** Each year on December 6th at 10:58 a.m., work will stop and one (1) minute of silence will be observed in memory of women who have died due to acts of violence. The Company will also fly the flags at half-staff.

**30.15** Each year on April 28th at 10:58 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

## ARTICLE 39

### **Plant Closures:**

**39.01** In the event that the Glencoe Plant closes operations the following provisions will take affect for those who lose their employment as a result of the closure. The Company will notify the Union of any pending closure of the Glencoe plant and will enter into meaningful negotiations for the purpose of negotiating a complete severance package.

### **39.02 Employee Records**

- a) The Employer will retain all employee records for a period of at least seven (7) years from the date of closure.

- b) Reasonable access to and or copies of such employee records shall be provided to the Union. In no event will the Employer deny the Union access to or copies of such records where the employee gives permission to release such records.

### **39.03 Bargaining Rights**

In the case of closure, should Cooper Standard Automotive reopen the operation within the Village of Glencoe and any facilities associated with the Glencoe plant in the County of Middlesex within a period of up to three (3) years, the Union will retain bargaining rights at the plant location. At such time, the parties will negotiate in good faith a new collective agreement.

### **39.04 Recall Rights**

At the date of closure the terminated employees will not lose their seniority and recall rights for a period equal to three (3) years.

### **39.05 Termination Notice, Compensation, and Severance Pay**

In all cases the Company will comply with the Employment Standards Act and regulations of Ontario regarding Layoffs and Terminations in effect on the effective date of the collective agreement.

### **39.06 Resignation**

If an employee resigns after notice of termination is given they will retain their right to severance pay provided the resignation takes affect during the statutory period of the notice period and the employee gives at least two weeks notice of their intention to resign.

### **39.07 Grievances**

The parties will attempt to resolve all outstanding grievances within two (2) weeks of closure. Those grievances not settled within the two (2) week period will be settled with the aid of a grievance mediation service such as the Pam Group or other mediation service acceptable to both parties.

### **39.08 Vacation Pay**

Employees with outstanding vacation pay will be paid no later than seven (7) days after the closure.

### **39.09 Labour Adjustment Committee**

The Company agrees to participate in the formation of a Labour Management Adjustment Committee that will seek financial assistance from the Industrial Adjustment Service (Federal Government) and the Office of Labour Adjustment (Ontario Government).

## ARTICLE 40

### **Duration of Agreement:**

**40.01** This agreement shall become effective on the 18th day of April 2011 and shall remain in effect until 12:01 A.M. April 18th, 2014. Either party may give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

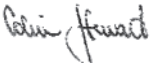
**40.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 17th day of April 2014, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

**In Witness Whereof** each of the parties hereto has caused this Collective Agreement to be signed by their duly authorized officials or representatives as of this 10th day of June 2011.

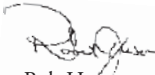
**For The Company;**

Cooper Standard Automotive,  
Glencoe ON, Fluid Systems  
Division Glencoe Plant

Mark Roseman



Colin Stewart



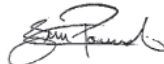
Bob Huson



Nick Callow

**For The Union;**

National Automobile,  
Aerospace, Transportation and  
General Workers Union of  
Canada (CAW- CANADA)  
and its Local 27



Jim Pound, National Representative



Tim Carrie, President CAW Local 27



Grant Hunter, Plant Chairperson



Jason Crawford, Committee Person



Andrew Heyda, Committee Person



Janice Mills, Women's Advocate



Bob Sutton, Skilled Trades Representative



96 Darrell Charron, Alternate Skilled  
Trades Representative

## LETTER OF UNDERSTANDING

### **RE: Diversification**

During this course of bargaining between Cooper Standard Automotive and the CAW Local 27 much work and discussion occurred over a multitude of issues that were very involved and complex. The ratification of a new Collective Labour Agreement based upon this tentative agreement will allow for:

- Diversification of the product offering produced by the plant
- Diversification of the Customer base
- Ability to attract capital investment

## LETTER OF UNDERSTANDING

### **RE: Time Study**

Time study done for workload and staffing level – the company and union agree to have Nick Callow and Grant Hunter perform this study.

## LETTER OF UNDERSTANDING

### **RE: Technological Change**

Technological change is defined as changes in technology to the process, equipment or methods that significantly differ from that previously utilized by the Company. In the event of technological changes as defined above, the Company shall give the Union as much advance notice as possible and will discuss with the Union any anticipated impact on the workforce resulting from these changes.

Where, as a result of technological change new or greater skills are required for employees within the classification affected by the change, such employees will, at the expense of the employer, be provided with a reasonable period of training. The parties agree to discuss appropriate training for the specific changes identified.

## LETTER OF UNDERSTANDING

### **RE: Qualifying for Holiday Pay**

An employee late for up to fifteen (15) minutes, on the qualifying day for a holiday, will qualify for holiday pay.

## LETTER OF UNDERSTANDING

### **RE: Weekly Indemnity**

The Company Human Resources Department will provide assistance to employees applying for Weekly Indemnity to speed up the processing of the claim.

The Company agrees to continue the current practice of bridging the employee's pay until receipt of S&A benefits. The following guidelines shall apply;

- 1) Hospitalization or accident - from first day of disability, or;
- 2) From sickness after ten (10) working days have passed.

The employee will be required to sign a waiver/reimbursement form to authorize the Company to garnish the person's wages (where immediate reimbursement is not made) prior to receiving such benefit.

## LETTER OF UNDERSTANDING

### **RE: Time Clock System**

Prior to making any changes to the time clock and timekeeping system the Company will discuss with the Union committee any contemplated changes.



## LETTER OF UNDERSTANDING

### **RE: Outside Contracting**

This letter is written to confirm the Company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. The Company and Skilled Trades Representative shall discuss the requirement of the Company to contract out work. This discussion is to allow the Skilled Trades Representative an opportunity to provide alternate solutions that are cost effective wherever practical.

The company will appoint one person to coordinate work with outside contractors. The company will provide the appropriate skilled trade's committee person with as much notice in advance as possible but not less than five (5) days notice of outside contracting relating to work normally performed by

the skilled trade's workforce except in emergency situations. The Company will ensure that the contractor has been trained in the Company's lockout procedure. In addition, contractors working inside the facility must bring in hand tools expected to be required for the job. If other tools are required, the contractors must coordinate their requirements through the maintenance supervisor. Upon request, the skilled trade's representative will be furnished proof that contractors are qualified as journeyperson's with proper certification. For electrical contract work in the facility, such work will be done by journeyperson electricians or apprentices working in conjunction with journeymen.

It is the intent of the company to arrange for skilled trade's personnel to be given a familiarization period for new equipment working with the contractor on site to insure they are familiar with its workings; or have a training session at an outside facility to instruct them on proper maintenance and functional operation. This process should be completed before the equipment goes into production.

As per the Letter of Understanding from mediation;

For the duration of the 2011 to 2014 contract year, no bargaining unit skilled trades employee hired as of March 4, 2005 will be laid off work while an outside contractor is performing work normally performed by the skilled trades workforce, provided the skilled

trades have the required skills and the Company has the necessary facilities and equipment.

The Company will discuss major new programs with the Union during scheduled Management/Union meetings to ensure that the Union is given advance notice of contracted out work.

## LETTER OF UNDERSTANDING

### **RE: Five (5) hour overtime shifts**

This confirms the practice by which five (5) hour overtime shifts will be administered. When the Company determines that overtime requirements on the weekend can be met by utilizing five (5) hour shifts, the following rules will apply:

First Shift (Midnights)      -11:00 p.m. to 4:00a.m.  
(commencing Friday evening)

Second Shift (Days)          -7:00 a.m. to 12:00 p.m.

Third Shift (Afternoons)    -12:00 p.m. to 5:00 p.m.

NOTE: if a midnight shift is not required, the midnight shift employees may volunteer for the day or afternoon shift assignments.

Break periods will be 10 minutes after every two (2) hours.

## **LETTER OF UNDERSTANDING**

### **Re: Accident & Sickness/LTD**

The company will pay up to \$10.00 toward the cost of disability certifications (accident & sickness/LTD).

## **LETTER OF UNDERSTANDING**

### **Re: Full-time Plant Chairperson**

During the recent contract negotiations the parties agree that the position of Chairperson is a full-time position and that this practice has been followed since 1995. In the event the plant is reduced to one (1) shift operation the position will then be reduced to twenty (20) hours per week with the additional 20 hours being assigned to the worker's home based classification.

## **LETTER OF UNDERSTANDING**

### **Re: 30.07 – Health and Safety**

The Company and Union agree to the combination of the Ergonomics and Health and Safety Committees. This Committee will be co-chaired with alternate Management and Union Chairs.

It is agreed that the Union Committee members of the Ergonomic and Health and Safety shall be trained as per the below courses:

- WHSC Level 1 and 2 (Law)
- WHSC Level 2 (Committees)
- WHSC (Ergonomics)
- WHSC Certification Course
- WHSC MIPP

Should a Union Committee member/s of the Ergonomic and Health and Safety need to be replaced by an alternate on a fulltime ongoing basis, it is agreed to this same training for the alternate assuming this position.

## **LETTER OF UNDERSTANDING**

### **Re: Paystubs**

The Company and Union agree to institute ADP online paystub access for the hourly employees. Those employees that wish to maintain a paper advice may continue to do so.

## **LETTER OF UNDERSTANDING**

The retention of employees in specific classifications outside of their seniority in the Plant is critical for the maintenance of un-interrupted supply of high quality production parts to our Customers. It is agreed and understood by the union and the company that clause 12.02 of the current Collective Agreement provides this flexibility and that the duration of this temporary layoff language will not exceed the Employment Standards definition of a temporary

layoff of 13 weeks unless a mutual agreement is reached between the parties to extend this time subject to the provisions of the employment Standards Act.

Within 12.02 willing and able to perform the available work – this term is defined to be inclusive of the meaning without training. The Company does not plan to change the current layoff procedures in place for existing business, this language would only be applied to any nontraditional new jobs, product launches or new customer product that would be introduced within the Glencoe Plant.

New job, product launches or new customer product necessitating a job posting, the Company would utilize the current job posting procedure.

Students and probationary employees would be laid off prior to any seniority employee.

## **LETTER OF UNDERSTANDING**

### **Re: Contract Extension:**

Should the Glencoe Plant be in the period of a customer program launch, new business, capital investment or a significant business change – the company and the Union may mutually agree to extend the current Collective Labour Agreement for a period to be defined subsequent to the expiration of the current Collective Labour Agreement.

## LETTER OF UNDERSTANDING

### **Re: Compressor Room**

Upkeep and maintenance of the compressor room will be part of the skilled trades function. The Company and Union will have meaningful discussions should outsourcing of work in regards to the compressor room were to be considered.

## LETTER OF UNDERSTANDING

### **Re: Build Projects**

The Company and Union agree that for Skilled Trades Build Projects – Skilled Trades employees are to be asked on a rotational basis by seniority, expectations of the Company is that employees can maintain and improve upon their skill concepts; employees will have the right to deny to accept the build project. It is understood that employees accepting the build project that the ability to meet the timeline is a prerequisite.

## LETTER OF UNDERSTANDING

### **Re: Overtime Postings and Distribution**

An overtime posting sheet for all weekday and weekend required overtime work will be posted at a centralized location. Postings will be sorted by the first employee with the right to work and employees

are to sign the posting is they desire to work said overtime.

Weekday overtime postings will be posted as soon as practical in which employees will need to sign the posting by the prescribed deadline eg – 2pm. Following this time the Company will post the people needed to work stated overtime.

Weekend overtime postings will remain up until Wednesday 11:00pm.

The company will post by Thursday at noon the people needed for weekend overtime.

Stay late/Come in early overtime: if overtime is not known prior but is required during the week, please sign the stay late/come in early posting that you are willing to work the weekly overtime and if needed, the Company shall call you should this stated overtime be required.

All other language currently in the collective agreement pertaining to overtime shall apply. It is further understood that all overtime will continue to be equalized to twenty five (25) hours. Calculations of hours worked and hours charged will be kept current on a weekly basis.

It is recognized by both parties that difficulties may arise during this implementation period and both



parties agree to sit down and discuss these difficulties in the best interest of the employer and the employees.

## **LETTER OF UNDERSTANDING**

### **Re: Committee Meetings**

The company will allow for current practice of up to two (2) hours per week if needed for the Union to meet and discuss issues shall continue. If an issue to time should remain the Company will meet with the CAW Local and National to work for a viable solution.

## **LETTER OF UNDERSTANDING**

### **Re: Heat Stress/Break Plan Policy**

During this recent set of negotiations, the Company and the Union had meaningful and numerous discussions in regards to the Heat Stress/Break Plan Policy. The Company agrees to follow the stated policy and inclusive thresholds within this policy as provided to the Union.

# PAY SCALE 1

Position	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
<b>General Production Operator</b>							
2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
<b>MATERIAL HANDLER</b>							
2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
<b>SET-UP OPERATOR</b>							
2011	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
2012	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
2013	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
<b>QUALITY AUDITOR</b>							
2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
<b>SHIPPER RECEIVER</b>							
2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
<b>LAB TECHNICIAN</b>							
2011	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
2012	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
2013	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25
<b>SHIPPER / STOCK PERSON</b>							
2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00

# PAY SCALE 11

## Position

Start      6 Months      12 Months      18 Months      24 Months      30 Months      36 Months

### PLANT CLEANER

2011	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2012	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00
2013	\$14.00	\$14.50	\$15.00	\$15.00	\$16.00	\$16.50	\$17.00

### PROTO TYPE TECHNICIAN

2011	\$17.95	\$18.45	\$18.95	\$19.45	\$19.95	\$20.45	\$20.95
2012	\$17.95	\$18.45	\$18.95	\$19.45	\$19.95	\$20.45	\$20.95
2013	\$17.95	\$18.45	\$18.95	\$19.45	\$19.95	\$20.45	\$20.95

### STOCKROOM ATTENDANT

2011	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
2012	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
2013	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50

## SKILLED TRADES

### JOURNEYPerson - MAINTENANCE

	START	60 Days (480 Hours)
2011	\$25.15	\$28.15
2012	\$25.15	\$28.15
2013	\$25.15	\$28.15

### JOURNEYPerson - ELECTRICIAN

	START	60 Days (480 Hours)
2011	\$25.65	\$28.65
2012	\$25.65	\$28.65
2013	\$25.65	\$28.65

### SKILLED TRADES APPRENTICESHIP WAGE SCALE - MAINTENANCE

	1000hrs	2000hrs	3000hrs	4000hrs	5000hrs	6000hrs	7000hrs	8000hrs	9000hrs
	65%	70%	75%	80%	85%	90%	95%	95%	
2011	\$18.30	\$19.71	\$21.11	\$22.52	\$23.93	\$25.34	\$26.74	\$26.74	
2012	\$18.30	\$19.71	\$21.11	\$22.52	\$23.93	\$25.34	\$26.74	\$26.74	
2013	\$18.30	\$19.71	\$21.11	\$22.52	\$23.93	\$25.34	\$26.74	\$26.74	

### SKILLED TRADES APPRENTICESHIP WAGE SCALE - ELECTRICAL

	1000hrs	2000hrs	3000hrs	4000hrs	5000hrs	6000hrs	7000hrs	8000hrs	9000hrs
	65%	70%	75%	80%	85%	90%	90%	95%	95%
2011	\$18.62	\$20.06	\$21.49	\$22.92	\$24.35	\$25.79	\$25.79	\$27.22	\$27.22
2012	\$18.62	\$20.06	\$21.49	\$22.92	\$24.35	\$25.79	\$25.79	\$27.22	\$27.22
2013	\$18.62	\$20.06	\$21.49	\$22.92	\$24.35	\$25.79	\$25.79	\$27.22	\$27.22

# 2011

■ Statutory Holidays

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

# 2012

■ Statutory Holidays

January							July								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	1	2	3	4	5	6	7		
8	9	10	11	12	13	14	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	15	16	17	18	19	20	21		
22	23	24	25	26	27	28	22	23	24	25	26	27	28		
29	30	31					29	30	31						
February							August								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4				1	2	3	4		
5	6	7	8	9	10	11	5	6	7	8	9	10	11		
12	13	14	15	16	17	18	12	13	14	15	16	17	18		
19	20	21	22	23	24	25	19	20	21	22	23	24	25		
26	27	28	29				26	27	28	29	30	31			
March							September								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				1	2	3							1		
4	5	6	7	8	9	10	2	3	4	5	6	7	8		
11	12	13	14	15	16	17	9	10	11	12	13	14	15		
18	19	20	21	22	23	24	16	17	18	19	20	21	22		
25	26	27	28	29	30	31	23	24	25	26	27	28	29		
							30								
April							October								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7		1	2	3	4	5	6		
8	9	10	11	12	13	14	7	8	9	10	11	12	13		
15	16	17	18	19	20	21	14	15	16	17	18	19	20		
22	23	24	25	26	27	28	21	22	23	24	25	26	27		
29	30						28	29	30	31					
May							November								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5						1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10		
13	14	15	16	17	18	19	11	12	13	14	15	16	17		
20	21	22	23	24	25	26	18	19	20	21	22	23	24		
27	28	29	30	31			25	26	27	28	29	30			
June							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2							1		
3	4	5	6	7	8	9	2	3	4	5	6	7	8		
10	11	12	13	14	15	16	9	10	11	12	13	14	15		
17	18	19	20	21	22	23	16	17	18	19	20	21	22		
24	25	26	27	28	29	30	23	24	25	26	27	28	29		
							30	31							

# 2013

■ Statutory Holidays

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	7	8	9	10	11	12	13
6	7	8	9	10	11	12	14	15	16	17	18	19	20
13	14	15	16	17	18	19	21	22	23	24	25	26	27
20	21	22	23	24	25	26	28	29	30	31			
27	28	29	30	31									
February							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	4	5	6	7	8	9	10
3	4	5	6	7	8	9	11	12	13	14	15	16	17
10	11	12	13	14	15	16	18	19	20	21	22	23	24
17	18	19	20	21	22	23	25	26	27	28	29	30	31
24	25	26	27	28									
March							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													
April							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	6	7	8	9	10	11	12
7	8	9	10	11	12	13	13	14	15	16	17	18	19
14	15	16	17	18	19	20	20	21	22	23	24	25	26
21	22	23	24	25	26	27	27	28	29	30	31		
28	29	30											
May							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	3	4	5	6	7	8	9
5	6	7	8	9	10	11	10	11	12	13	14	15	16
12	13	14	15	16	17	18	17	18	19	20	21	22	23
19	20	21	22	23	24	25	24	25	26	27	28	29	30
26	27	28	29	30	31								
June							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													

# 2014

■ Statutory Holidays

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	6	7	8	9	10	11	12
5	6	7	8	9	10	11	13	14	15	16	17	18	19
12	13	14	15	16	17	18	20	21	22	23	24	25	26
19	20	21	22	23	24	25	27	28	29	30	31		
26	27	28	29	30	31								
February							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28		24	25	26	27	28	29	30
							31						
March							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30				
30	31												
April							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30				26	27	28	29	30	31	
May							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30						
June							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30						28	29	30	31			