

# **COLLECTIVE AGREEMENT**

**-BETWEEN-**

**Autoliv Canada Inc.**

Tilbury, Ontario

**-AND-**

**UNIFOR  
Local 1941**

Effective: August 4th, 2014  
to October 15th, 2017

**13567 (04)**



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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 It is mutually agreed that the purpose and intent of this Agreement is to promote cooperation and harmony between the Employer, the Employees and the Union, and to secure for the parties the full benefits of orderly Collective Bargaining; to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all Grievances; to promote efficiency in the production of quality products at a competitive price and to set forth the conditions of employment to be observed by the Employees, the Union and the Company.

The Company and the Union agree that in the exercise of each of their rights, and in the administration of this agreement, they shall do so in a fair and reasonable manner.

- 1.02 In this Agreement, words using the masculine gender include the feminine and neuter, the singular includes the plural, and the plural singular where the text so indicates.
- 1.03 The parties recognize that the success of the Tilbury Plant and the job security for the employees depends upon the Company's success in building a competitive quality product and maintaining a viable business operation.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for those employees subject to this Agreement, employed by the Employer in Tilbury for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, subject to and in accordance with the provisions of this Agreement. For the purpose of this Agreement, the term "employees" shall not include supervisors, persons above the rank of supervisor, team leaders, office, administrative, clerical, engineering, quality, research and development, sales staff, cleaning personnel and security

guards. For the purpose of clarification, it is understood that employees in the Customer Focus, Prototype, Lab Technicians, Shipping and Receiving and Bar Code Functions are included in the bargaining unit.

- 2.02 In the event the work currently done during the life of this Collective Agreement in the Autoliv Canada – Tilbury Plant is transferred to a new or existing Autoliv Canada Plant within the Province of Ontario, the Company will recognize **Unifor** as the bargaining agent of the employees there who are doing work, provided that those employees are not represented by or subject to a certification application by another trade union. A collective agreement will be negotiated setting out wages, working conditions, benefit levels, etc.
- 2.03 In the event the Autoliv Plant in Tilbury is sold, the new owner will be obliged to recognize **Unifor** National and **Unifor** Local Union 1941 subject to the provisions of the Ontario Labour Relations Act. In this event the new owner will be considered as the successor as to any and all obligations set forth in the collective bargaining agreement.
- 2.04 **The word ‘employee’ or ‘employees’ when used in this Agreement shall mean only regular seniority employees and excludes probationary employees, Labour Pool employees, and Students.**
- 2.05 All attached Letters of Agreement and current active Memoranda of Agreement will form an integral part of the Collective Agreement

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the right of the Company to hire, promote, transfer, assign to shifts, to establish and change production standards and means of manufacturing, demote and layoff employees and suspend, discharge, or otherwise discipline employees for just cause, subject to the provisions of this Agreement and subject to the right of any seniority employee to lodge a grievance.

- 3.02 The Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing, maintain order and efficiency in the plant, and the control of raw material, work in progress and finished goods.
- 3.03 The Union further acknowledges that the Company has a right to make and alter, from time to time, reasonable rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Plant Chairperson, or affected Committeeperson(s), will be informed of any significant changes to line process changes, job classification changes, changes in location of equipment, **and updated copies of all relevant policies and procedures**, in writing to the Plant Chairperson within 5 working days prior to implementation wherever possible. Any changes of rules, regulations will be discussed with the Plant Committee, prior to implementation. **Workshops will not interfere with the provisions of the Collective Agreement.**
- 3.04 Nothing in this Agreement shall be deemed to restrict Management in any way in the performance of all functions of Management, except those specifically abridged or modified by this Agreement.

## **ARTICLE 4 – NON-DISCRIMINATION / HARASSMENT**

- 4.01 The Employer and Union agree, as outlined in Letter #1, that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their Representatives, with respect to any employee of Autoliv Canada, whether a bargaining unit member, or a person outside the bargaining unit, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status, handicap, political or religious affiliations, nor by reason of Union membership or activity.

The term “spouse” or “partner” as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, except where the employee and the spouse are the parents of a child, in which case the duration is waived, and includes a person of the same or opposite sex. A conjugal relationship, as used in this paragraph, requires common co-habitation, and representation in the community of a marital relationship.

- 4.02 The Employer and **Unifor** are committed to providing a positive environment for employees. All individuals have the right to be treated with respect and dignity, consistent with our values.

Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

- 4.03 The Employer agrees to provide anti-harassment training utilizing the **Unifor** course material, in conjunction with the **Unifor** as follows:
- a) All employees will receive a minimum of **four (4) hours training in year 1, and in year 3 of the CBA. Schedules will be supplied to the Union a month prior to this training.**

## **ARTICLE 5 – WORK BY EXCLUDED PERSONNEL**

- 5.01 Employees excluded from the Bargaining Unit will not perform work normally performed by members of the Bargaining Unit. However, an excluded employee may do so where an emergency arises, or for the purpose of investigation, experimentation and instruction. As well, where there are insufficient qualified employees available to perform the required work and the Employer has offered the work to all qualified employees eligible to work overtime this will be considered an ‘emergency’ for the purposes of this Article.



The Salary personnel performing the work will keep the appropriate Union Representative informed of the nature of such work, prior to the work being performed. Where the Company knows in advance that it will be having non-bargaining unit employees performing experimentation and/or instruction work it will provide the Plant Chairperson with notice of this fact as soon as possible.

It is not the Company's intent to replace bargaining unit members by having salaried employees performing regular bargaining unit work.

- 5.02 **Should a non-bargaining unit employee perform bargaining unit work, for any reason, he shall, prior to performing the work, advise the appropriate Union Representative of the purpose and duration of such work. Additionally, such work will not reduce the hours of work or overtime opportunity of a bargaining unit employee or eliminate the need for hiring/recalling employees not currently active in our workforce.**
- 5.03 **In the course of training, should a non-bargaining unit employee perform work normally done by an employee, the employee shall observe the non-bargaining employee and will be paid at his regular earnings level while the non-bargaining unit employee is doing the work.**
- 5.04 For the purpose of clarification any type of "5 's' ing" work on the production floor is considered bargaining unit work. Dependent on the location of such work, the bargaining unit employees in the department where the work is being done will be asked first by seniority during straight time hours for planned work in excess of four (4) hours. With respect to unplanned 5 's' ing work, the Company will offer such work to employees in the department by seniority, provided such work can be assigned without disrupting the work of the department. The Company will assign 5 's' ing work by low hours in the department for any weekend premium pay opportunities.

## **ARTICLE 6 – UNION SECURITY AND CHECK-OFF**

- 6.01 All present seniority employees who are currently members of the Union will be required to continue to be members of the Union as a condition of employment for the duration of this Agreement.
- 6.02 Probationary employees upon completion of their probationary period, shall become members of the Union, and will be required to continue to be members of the Union as a condition of employment for the duration of this Agreement.
- 6.03 **Each employee covered by this agreement shall pay the regular weekly Union dues in accordance with the Unifor Constitution and Local Union Bylaws. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.**

The Union will notify the Company, in writing, two (2) weeks in advance of the relevant month of any changes in monthly dues deductions to be made.

The Company agrees to include on an employee's T4 slip for income tax purposes the total Union dues paid for the year. The Employer will endeavour to provide such T4 slips to employees by February 15th of each year.

- 6.04 A list of the total number of employees, along with all sums deducted as above shall be remitted by the Company to the financial secretary of the local Union by the 15th of the month following the month in which the deductions were made.

This list will contain employees' names, payroll numbers, addresses and telephone numbers, along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees. This list will

also indicate any employee whose employment is terminated, transferred out of the bargaining unit, on layoff, leave of absence, or have deceased.

**The Company will reimburse any employee dues that have been deducted in error**

- 6.05 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits and other forms of liability that arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article, or in reliance on any lists, notice or assessment furnished under such provisions.
- 6.06 **The Company will, upon written authorization by the employee, deduct from the earnings of all skilled trades' employees the sum of 50% of one (1) hour's pay including COLA, per year in the month of January, and such deduction to be forwarded to:**

**Secretary Treasurer  
Windsor & Essex County Skilled Trades Council  
c/o Unifor Local 2458  
3400 Somme Avenue  
Windsor ON N8W 1V4**

**New employees will have fees deducted from the first pay following receipt of written authorization from the Canadian Skilled Trades Council.**

- 6.07 The Company agrees to supplement regular full-time employees for lost time earnings who are absent from work at their straight time 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 days it will require personnel's approval. The President of Local 1941 and or the Plant Chairperson shall 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 1941 **Unifor** within 14 days of submitting an invoice/statement to the Union.

- 6.08 The Company agrees to pay the Plant Bargaining Committee during negotiations at the applicable rate of pay had the employee been at work. As well the Company agrees to pay the Plant Bargaining Committee their regular weekly pay regardless of shift type, at the applicable rate for five (5) days of preparation prior to negotiations
- 6.09 It is understood that while the Bargaining Committee is out of the plant for negotiations and preparation for negotiations the entire Committee will be replaced. The replacements will be chosen by the Union and paid the appropriate wages of the Union's positions as prescribed by Schedule "A".

## **ARTICLE 7 – STRIKES, STOPPAGES AND LOCK-OUT**

- 7.01 The parties hereto agree that there shall be no strikes, work stoppages, work slow-downs, or lock-outs.
- 7.02 The words, "strike" and "lock-out" used herein, are agreed to have the meaning defined in the *Labour Relations Act R.S.O. 1995, c.I. Schedule "A"* as amended.

## **ARTICLE 8 – UNION REPRESENTATION**

- 8.01 The Employer recognizes that the employees covered by this agreement shall be represented by a Plant Committee as follows:
- 1 **Chairperson/Pension & Benefits Representative (full time)**
  - 1 Health and Safety Representative (working)
  - 1 Skilled Trades Committeeperson (working)
  - 3 **Committeepersons (one per shift on 8 hr rotation) OR, should continental shifts be working full in Weaving or Coating Departments:**
  - 4 **Committeepersons (one per shift on 12 hr rotation) (working)**

8.02 The Employer will recognize one (1) working Committeeperson on each Continental shift (A, B, C, D), or one (1) working Committeeperson on each of the 8-hour shifts. The Chairperson, will be scheduled on the day shift. The Skilled Trades Committeeperson will rotate three (3) shifts **for 8 hour rotation or rotate two (2) shifts on a continental rotation.**

8.03 The Union shall have the right to assign alternate committeeperson(s) for each elected committeeperson(s) who will function as committeepersons only when the committeeperson(s) is not available, or absent on approved Union Business. The Company will be notified in writing beforehand of such appointments.

In the event the Company requires such positions filled, the Company will post the elected Plant Chairperson/Benefit Rep and Health & Safety Rep pursuant to the Temporary job posting provisions of Article 13.13 of the collective agreement. An employee who holds the position of Plant Chairperson/Pension & Benefit Rep will be allowed to return to his/her former job, seniority permitting, at the end of their respective term, or if they forfeit their elected position.

The Plant Chairperson will assign the elected Committeepersons and the elected or appointed Health and Safety Representatives to the appropriate shift for representation. Elected Committeepersons and elected Health and Safety representatives will displace an employee in the classification on the shift to which he/she is assigned. The displaced employee shall be assigned to the shift vacated by the newly elected representative.

If **Unifor** Local 1941 President and/or Vice-President is employed by the Company they will be provided with available work on steady days. The **Unifor** Local 1941 President and/or Vice-President will continue to be paid by the Company during their respective terms. The Company will bill the Local for reimbursement with respect to time spent away from Autoliv on Union business.

8.04 The Committeeperson(s) shall receive time as required to carry out their duties in administering the Collective

Agreement as herein provided. A Committeeperson will not be disciplined for failing to perform his/her assigned duties when away from regular duties for approved Union time. Where required for safety reasons or to maintain required production, the Company will provide replacement for a Committeeperson absent on Union business.

8.05 All Committeeperson assigned to a specific shift are to rotate with their shift.

8.06

a) The bargaining committee for the purpose of contract negotiations with the Employer for the renewal of this collective agreement shall include the Chairperson, the Skilled Trades Representative and three (3) employees from the Union elected body.

b) The **Unifor** National Representative and/or Local President will be present at contract negotiations.

c) **All elected Committeepersons will stand nominated for the next Bargaining Committee.**

8.07 The election of in-plant Union Representatives and executive board members shall be held on Company premises.

8.08 It is understood and agreed that it is in the best interest of both the Company and the Union to correct problems and potential problems, which may result in a grievance. Therefore, the Committeeperson will not leave his regular duties without permission from his supervisor/team leader. The supervisor/team leader will not unreasonably refuse to grant a Committeeperson permission to leave his regular duties for a reasonable length of time, without loss of pay, in order to perform any of the duties required. This permission will be granted within one (1) hour of the request

When the Union Chairperson/Pension Benefit Rep or Health, Safety Representative, Skilled Trades Representative or Acting Alternates leave the premises, they shall inform the HR Manager, or designate, the approximate time they will be off site, for safety reasons. Such time will be without loss of pay.

- 8.09 All new employees, students, and anyone away from the plant for six (6) months will receive orientation training upon hire or return. The Company will provide the opportunity for representation from the In Plant Union Committee, and a Union Co-chair of the Joint Health and Safety Committee to introduce themselves during orientation for a period of fifteen (15) minutes.
- 8.10 The working Skilled Trades Representative will be granted time pursuant to Article 8.04 of the collective agreement as needed to carry out his Union responsibilities with respect to checking the certification of onsite contractors where such information has not previously been provided to the Representative.
- 8.11 The Plant Chairperson shall receive the highest hourly rate in the Bargaining Unit. The Health and Safety Representative shall receive their regular rate, plus one dollar and fifty cents (\$1.50) per hour. The Plant Chairperson/Pension & Benefits Representative, and Health and Safety Representative shall have preferred seniority plant wide. The Committeepersons will have preferred seniority on their respective shifts, provided they have the ability to perform the required work.

In the event a Committeeperson does not have the ability to perform the required work, the Company will provide training to the Committeeperson.

- 8.12 The Union may designate an alternate who will function in the absence of any Union Representative covered in this article. The Company will be notified in writing beforehand of such appointment.
- 8.13 The Union will keep the Employer advised at all times of duly elected or appointed representatives who will be certified in writing to the Employer by the Union at least twenty-four (24) hours prior to the effective date of assuming their representative position, whenever possible. The Employer also agrees to supply the Union with two (2) complete union offices equipped with three telephones, three desks, chairs, two filing cabinets, three new computers with sound, three monitors, three memory

sticks, three printers, a fax machine and accessories. Any correspondence expenses deemed necessary by the Chairperson will be paid by the Employer.

- 8.14 The Company shall give the Union a list of Management personnel who will be dealing with the Union in the administration of this Agreement and shall notify the Union of any changes thereto.
- 8.15 The Company will provide three (3) bulletin boards in satisfactory locations, for the convenience of the Union in posting notices of Recreational, Educational, Social activities, Local Union meetings and Elections. One (1) bulletin board to be used for Health & Safety purposes only. All such notices must be signed by the proper officer of the Union and approved by the Human Resources Manager or his delegate before being posted.
- 8.16 When a Union Representative bids off a shift, if the class exists on his/her shift and his/her seniority permits, and he/she is allowed to maintain his/her shift and the junior in the class transfers to the other shift - senior may, junior must, may be exercised.

When changing the shift structure of a department from 12 to 8 hours, if a Union Representative's class no longer enables them to maintain their elected shift he/she will be placed on the junior or available position, if any on the required shift.

- 8.17 The Employer agrees to allow the Union In-Plant Committee to meet once weekly for one hour to discuss issues and concerns as they relate to resolving plant problems. Committeepersons will be paid at the applicable rate.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 A grievance shall consist of any complaint, disagreement or difference of opinion between the Company and the Union, or between the Company and an employee covered by this Agreement.



9.02 Either the Company or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of this Agreement on a matter arising directly between the Union and the Company within five (5) **calendar** days of such party having knowledge, or should have reasonably become aware of such incident giving rise to the grievance. Such grievances shall commence at Step Two of the procedure set out below in this article.

9.03 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

a) **Step One**

Any individual grievance must first be submitted verbally to the Team Leader within five (5) **calendar** days of the employee having knowledge of the incident giving rise to the complaint. The employee's Union Representative shall be involved. The immediate supervisor will respond verbally within **five (5) calendar** days. Failing settlement, the grievance may, within **five (5) calendar** days, be submitted in writing on a form provided by the Union, setting out the nature of the grievance, the section or sections of the Collective Agreement claimed violated, where possible, and the remedies sought. The immediate supervisor shall reply, in writing, to the Union Representative within **five (5) calendar** days thereafter. If the Union does not receive a satisfactory response, the Union may proceed to the next step of the grievance procedure.

b) **Step Two**

The grievance may be submitted to the Human Resources Manager of the Company within a further **five (5) calendar** day period from the unsatisfactory response at Step One. Within the next **five (5) calendar** days, the Human Resources Manager shall schedule a meeting with the Plant Chairperson prior to answering the grievance. The Human Resources Manager will answer the grievance, in writing to the Union, within **five (5) calendar** days following the meeting.

The Chairperson, Committeeperson who represents the Grievor, and the Grievor (if requested by the Union), shall be permitted to attend this meeting and/or National Representative and/or Local Union President.

c) **Step Three**

If the Step 2 answer is unsatisfactory to the Union, the grievance will be submitted to the Plant Manager within a further **five (5) calendar** day period. Within the next **five (5) calendar** days, the Plant Manager or designate shall schedule a meeting with the National Representative and/or Local Union President and the Chairperson and Committeeperson who represents the Grievor and the Grievor (if requested by the Union.) The Plant Manager or designate will answer the grievance in writing within **five (5) calendar** days following this meeting.

On occasion, the parties may agree to discuss a number of grievances at the same Step 3 meeting. In this instance the Union grievance Committee may consist of four (4) Committeepersons, one of whom shall be the Chairperson.

**At no time during any grievance meeting shall the number of Employer Representatives outnumber the number of Union Representatives.**

d) **Step Four**

If the Union and the Company cannot reach a settlement, either party may, within ten (10) calendar days of receiving the reply at Step Three, submit the grievance to arbitration.

9.04 If any grievance is not answered by the Company or not carried forward by the Union at the various steps within the time limits, or any mutually agreed extension to the time limits, it will result in the grievance being settled in the grievor's favour, or withdrawn by the Union, without prejudice or precedence.

9.05 The Union and the Company will schedule a Union/Management meeting on a bi-monthly basis with the full Union Plant Committee and National Representative

and/or Local President provided there are agenda items for consideration. The agenda shall be given to the Human Resources Manager five working days prior to the meeting date. An annual schedule will be developed for these meetings. Committeepersons attending shall be paid at the applicable rate for time spent.

- 9.06 The time limits as outlined in Article 9 may be extended by mutual written agreement of the parties.

## **ARTICLE 10 – ARBITRATION**

- 10.01 After exhausting the Grievance Procedure, either party may request that a grievance be submitted to arbitration. A Notice to Arbitrate shall be made, in writing, to the other party within ten (10) regular workdays after the date of the Step 4 decision. The Notice to Arbitrate will indicate the arbitrator for that grievance from the following list:

Randy Levinson  
Mary Ellen Cummings  
Ted Crljenica  
Michael Watters  
Louisa Davie

Arbitrators will be selected in the order they appear on the list above; starting with the top of the list and moving to the bottom in the order that written Notices to Arbitrate are received. In the event that the arbitrator is no longer available to arbitrate, that particular case will be referred to the next arbitrator on the list. Should the schedule of the selected arbitrator be such that he is not available for a significant period of time, the parties may mutually agree, in writing, to move to the next arbitrator on the list. The expense of the arbitrator shall be equally divided between the Company and the Union.

- 10.02 The parties recognize those rights to expedited arbitration that exist under the Ontario Labour Relations Act.
- 10.03 The Arbitrators shall act as sole arbitrators with respect to each grievance that is referred to Arbitration.
- 10.04 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with

respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

- 10.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, or to make any decision inconsistent with the provisions thereof except in the case of suspension and discharge, where the arbitrator will have the right to modify, or deal with any matter not covered by this Agreement.
- 10.06 The decision of the Arbitrator shall be final and binding on the parties and any employee affected by it.
- 10.07 Hearings will be held at locations by mutual agreement.
- 10.08 All time limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by written agreement between the Company and the Union.

## **ARTICLE 11 – DISCIPLINARY ACTION**

### 11.01 Discharge or Suspension Grievances:

- (a) A claim by a seniority employee that he has been suspended or discharged, without just cause, shall commence at Step Three of the Grievance Procedure, provided the grievance is submitted in writing within five (5) working days after the suspension/discharge occurs.

Such grievances may be settled by confirming the suspension or discharge, or by reinstating the employee with full or partial compensation, or by any other arrangement which is just and equitable in the opinion of the employer and the Union.

- (b) Employees sent home during the shift by a Team Leader will be compensated for the balance of the shift.

(c) Employees will not be given a suspension day at the beginning of their shift that takes effect that day.

11.02 A disciplinary record shall be removed from the employee's file in the event that a period of twelve (12) calendar months have elapsed since the issuance of such discipline with no further discipline being subsequently issued.

Progressive Discipline – The parties agree with the principle of progressive discipline which typically involves progression from verbal warning to written warning to suspension and then to dismissal. However, the parties recognize that such progressive discipline sometimes is not appropriate; for example, there is certain conduct of a serious nature which may lead to immediate discharge or suspension of an employee, subject to the right to file a grievance.

11.03 There will be two (2) categories:

1. Attendance
2. All Other

The two (2) categories will be handled separately.

When there has been no further disciplinary action (**formal documentation**) taken against an employee during a clean six (6) consecutive month period, any progressive discipline following this six (6) consecutive month period will be at the same step.

11.04 No disciplinary action shall be held against the record of any employee if it is not administered within five (5) days worked for an employee on an eight (8) hour schedule, and three (3) days worked on an employee on a continental shift rotation after discovery of the incident. The day of discovery of the incident does not count for the purpose of this provision.

11.05 Upon request, and reasonable notice to the Human Resources Manager, an employee and his Union Representative, will be provided appropriate access to review, in the presence of the Human Resources Manager, or his des-

ignate, the disciplinary documents that are in their personnel file.

- 11.06 a) When an employee is called into a meeting to discuss his alleged misconduct, which includes both 1 and 2 of Article 11.03, which may result in any disciplinary action, suspension or discharge, the Plant Chairperson and/or Committeeperson will be present.
- b) Prior to the above disciplinary action a meeting will be held with the Plant Chairperson and/or the Committeeperson having jurisdiction regarding the Company's intentions.
- c) If an investigation ensues for an alleged incident of any type, when requested by the employee, a Union Rep will be present for all discussions and/or statements requested from Bargaining Unit Employees.
- 11.07 If an employee is requested by the Company to stay over on any shift regarding a disciplinary meeting or investigation, he shall be given a 24 hour notice of such meeting. Employees attending such meetings outside their scheduled working hours will be paid for this meeting at the applicable rate of pay.
- 11.08 An employee who has not completed his probationary period as specified in Article 12 of this collective agreement may be discharged provided that the discharge is not arbitrary, discriminatory or in bad faith.

## **ARTICLE 12 – SENIORITY**

- 12.01 New hires shall be considered probationary until they have completed a total of 480 hours of work, within a twelve (12) consecutive month period, after which they shall become seniority employees, and their seniority rating shall be their original hiring date. **All labour pool hours are counted towards their probationary period.**
- 12.02 When two (2) or more employees have the same seniority date, seniority shall be determined by the alphabetical order of their surnames as of their date of hire.

12.03 The Company will post an accurate up-to-date seniority list quarterly. A copy shall be provided to the Union. The first one is to be supplied within seven (7) days of ratification.

12.04 Loss of Seniority:

The seniority of an employee shall be lost and the employment of such employee terminated for any one of the following reasons:

- a) if the employee quits.
- b) if the employee is discharged and the employee is not reinstated through the grievance procedure process.
- c) if the employee is laid off from the Company for a period in excess of twelve (12) months, or length of service, whichever is greater.
- d) if the employee fails to report to work when recalled from layoff within eight (8) consecutive **calendar** days following notice to report by the Company by registered mail to the employee's last known address, except where the employee's inability to report is due to extenuating circumstances beyond the control of the employee, in which case the Company may provide a reasonable extension.
- e) when an employee is absent from work for three (3) consecutive working days without notifying the Company and providing a legitimate reason for the absence.
- (f) when an employee retires
- g) when an employee accepts other employment while on Leave of Absence without the express permission of the Company.
- h) if an employee remains absent from work after the end of a Leave of Absence granted under this Agreement, unless the employee furnishes legitimate reasons to the Company for such failure.

- 12.05 Employees transferred to an excluded position outside the bargaining unit will forfeit their seniority rights accordingly upon the date of transfer.
- 12.06 Employer will cover benefits for employees accepted into the **WSIB work transition** program for six (6) months from the date accepted into the program.
- 12.07 Employees will continue to accrue seniority while on approved vacation, holiday or while on sick, injury or accident leave. The accrual of pension credits will be consistent with the Pension Plan Document.

## **ARTICLE 13 – JOB POSTING PROCEDURE**

- 13.01 If a permanent job vacancy exists, or new job classifications are created in the plant, a copy of such jobs shall be posted on the bulletin boards in the main cafeteria, as well as an electronic copy to the Chairperson.
- 13.02 Jobs are to be **posted for seven (7) days**.
- 13.03 **The senior applicant for a job posting will be awarded the position.**
- 13.04 Seniority employees at the time of such job posting may make application on the approved job posting form provided by the Company. This form will be 3 layered to enable the employee to submit the job posting to Human Resources, the Union and to keep one copy for their own records.

A 'locked' job posting box will be provided by the Company in the main cafeteria. The Union and the Company will meet to open the job posting box and review the application.

The Company agrees to supply the Plant Chairperson with copies of the Job Posting(s). A list of the applicants and awards will be provided to the Plant Chairperson prior to the successful applicant receiving the job. The Company will post a list of successful applicants receiving the job(s).



13.05 In the event a job posting is cancelled prior to awarding it, the Company will post the cancellation on the above described bulletin boards, and will inform the Chairperson/Union, in writing. The Company will discuss reasons for cancellation upon request.

13.06 The job posting will include the following information:

- Main duties and responsibilities
- Department
- Classification
- Shift
- Hours of work
- Pay Rate and Premiums
- Number of Openings
- Existing job or “new” job

13.07 Employees may successfully post for a lower or lateral paying job **every three (3)** months. Employees may successfully post to a higher paying job at any time.

When a new classification has been created, or a steady day vacancy becomes available, all seniority employees will be permitted to post for the job regardless of the above procedure.

13.08 Employees posting from one classification to another will report to the awarded job as soon as reasonably possible, but no more than twenty-one (21) calendar days from the date the employee is notified that they are the successful candidate, unless mutually agreed upon.

13.09 The posting will be awarded within three (3) business days after the posting box has been emptied. The employee will receive the higher rate of pay seven (7) days after the posting has been awarded. If the employee has posted for a lower paying job, as long as he is performing/training the higher paying job, he will receive the higher rate of pay.

13.10 An employee transferred pursuant to this procedure shall, with reasonable familiarization, demonstrate their ability to perform satisfactorily in a new position within a ten (10) working day decision period. **During this familiar-**

**ization process, the newly posted employee will not be transferred out of their new class for any reason.** If necessary, this decision period may be extended by mutual agreement. Should an employee be found to perform unsuccessfully, or decline the new position within the ten (10) working day decision period, they shall be returned to their original classification/shift/department previously held. In such case, the Company will select the next eligible employee, from the job posting applicants, if any. By mutual agreement the parties may agree to extend these time periods.

If an employee posts for a job and is the successful applicant but after nine (9) days goes back to their previous classification they are not considered 'qualified' for temporary transfers for that classification.

A job posting application can be considered valid up to thirty (30) days after the initial job was awarded. If the Company decides they require an additional position of said posting it is acceptable to go to the next applicant instead of reposting the same job.

- 13.11 For regular full time job postings, the next two (2) subsequent job vacancies, if any, in all departments created by successful job bidding will be filled by this job posting procedure. Any subsequent job vacancy(s) that remain, if any, will be filled by the Company.
- 13.12 If the Company intends to fill a position vacated by an employee who has resigned, retired, or has been terminated and not reinstated pursuant to the Grievance and/or Arbitration provisions, or leaves the Company permanently for any other reason, such vacancy will be awarded to the senior applicant. If there is no successful applicant, the position will be filled by recall, or next, by a new hire.

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

The employee who was accepted for the temporary opening will not be allowed to post for another temporary opening unless he has returned to his own classification or posted to another permanent opening. This procedure will allow the employee who is absent from work to return to his own job provided when he returns his seniority allows such.

This temporary opening will only be posted if the Plant Chairperson and Human Resources mutually agree that the opening is for a period greater than thirty (30) regular workdays.

- 13.13 If any Temporary Job postings are being filled at the time of a layoff, they will be reduced first, **if the class is affected**. When more than one (1) temporary posting exists in a class and the “posted” employee returns to the job being held by the temporary posting, the temporary posting will be reduced by senior may, junior must.

## ARTICLE 14 – LAYOFF & RECALL

- 14.01 When the Company deems it necessary to reduce the workforce for up to one (1) day, employees will be offered lay-off on a voluntary basis by seniority in their classification/shift/department. In the event that there are insufficient volunteers in the classification / shift / department who volunteer for the layoff, employees in the classification will be sent home in reverse order of seniority.
- 14.02 If a layoff in excess of one full shift is anticipated, the Employer will meet to inform the Union as far in advance as is practicable. Notice of Layoff shall be in accordance with the Employment Standards Act, R.S.O. 2000, as amended. However where the layoff is in excess of one (1) full shift, the Company shall give employees, seven (7) calendar days notice of layoff, except for the reasons specified in Article 21.

Probationary employees, if any, shall be laid off first. Where business conditions allow, the Company will post layoff notices on Friday.

14.03 The following is the process/procedure when reducing the workforce for greater than one (1) day:

- a) The number of employees to be laid off will be identified. Layoff notices will be given to an equal number of employees in reverse order of seniority.
- b) The positions vacated by the junior employees who have been given notice of layoff that must be filled will be identified by the Company.

Shift types (8 hour vs. Continental) and shift availability for those vacant positions to be worked will be identified in all classifications and may be filled by remaining employees in said classifications by seniority, pursuant to the Switch Shift Request Form applications on file at the time.

- c) Next, a list of remaining positions will be created showing the availability within the plant due to the overall reduction of the workforce. This list will be known as the "Job Pool."

Please note: Employees who have not been affected by these reductions because they had the seniority to maintain their positions in the classification cannot be displaced off of their shifts due to the "temporary placement" of workers from outside the classification. However, these employees may be moved temporarily to help with training for a reasonable amount of time. Thereafter, they will be returned to their shifts, in accordance with their seniority.

- d) Jobs identified in the Job Pool will be offered by seniority to the employee(s) who are displaced from their respective classifications, but still maintain enough seniority to remain at work.
- e) If any temporary job postings are being filled at the time of layoff, they will be reduced first. When more than one temporary posting in said classification exists, they will be reduced by senior may, junior must.
- f) In the case where a Continental shift is eliminated the classification will be realigned by seniority.

14.04 When recalling an employee after layoff, the employee shall be notified personally, or, if personal contact is not made, by registered mail. The employee shall be allowed eight (8) consecutive **calendar days** from the date of the personal notice or registration date to report for work. All calls will be made in the presence of a Union Representative.

The employee is responsible for providing their current address and phone numbers and emergency contacts to the Human Resources Department at all times.

A copy of the registered letter will be provided for the Plant Chairperson at the time of mailing.

- 14.05 a) Employees will be recalled in order of seniority.
- b) The Employer will provide the Chairperson with a list of the laid off or recalled employees as well as any cancellation of such notice.
- c) When a Continental shift is added the Company will ask per senior may, junior must.
- 14.06 An employee who has been displaced from the classification as a result of a layoff shall have recall rights to that classification for a period of six (6) months from the date they were displaced.

**An employee can displace an employee in a higher pay classification.**

The Plant Chairperson or a Committeeperson shall be present while employees are exercising their bumping rights.

Employee(s) may require some minor orientation. This period may be extended by mutual agreement. If the layoff exceeds six (6) months and one or more vacancies become available within that classification, these vacancies will be posted "plant wide" in accordance with Article 13.

If the posting procedure is unsuccessful, the employee placed in the job at the time of the layoff will now be con-

sidered assigned to the job. (It will be considered their “posted position”.) They may post to another job immediately.

- 14.07 Temporary increases in manpower for opportunities greater than five (5) working days will first be given to employees who have recall rights under Article 14.06 (ie. displaced from classification), in order of seniority, prior to utilizing temporary transfers.
- 14.08 Employees displacing an employee in a lower paying classification as a result of a layoff will assume the pay rate of the lower paying classification effective the date of transfer.

## **ARTICLE 15 – TEMPORARY TRANSFERS**

- 15.01 A temporary transfer for any vacancy that occurs for whatever reason for a period of up to thirty (30) calendar days, (this time period may be extended if agreed upon in writing) will be filled by the Company in the following manner. (Note - All Employees temporarily transferred will receive the higher applicable rate of the two positions for the regular shift hours. This clause will not be abused to avoid the job posting provision of this agreement.

Once the Company knows that it will be recalling one or more employees, it will do so within a reasonable amount of time from that decision.

- 15.02 Temporary transfers will be offered to senior qualified employees. If the employer is unable to fill the transfer after having asked senior qualified employees, the employer will assign the junior qualified employee **on shift**.
- 15.03 Employees will be issued their respective transfer slips during the shift on which they are transferred.

## **ARTICLE 16 – LEAVES OF ABSENCE**

- 16.01 Upon application to the Plant Management, an unpaid leave of absence may be granted to an employee on the

seniority list, without affecting his seniority, for personal reasons. A leave of absence must be requested and approved in writing, one (1) week in advance (except in emergencies), by the Human Resources Manager or his designate on the forms provided. Such personal reasons shall not include self-employment or other employment. Such leaves of absence may be granted retroactive to the first day of absence if necessary.

- 16.02 Sick Leaves will be granted to an employee on the seniority list, without loss of seniority, for reasons of sickness or accident that prevents the employee from attending at work. In the case of an extended leave due to sickness, or accident, the Employer will have the right to periodically have the employee produce medical evidence, which is acceptable to the Employer in support of such leave. The Employer will reimburse employees out of pocket expenses associated with filing **or maintaining** any claim for S & A, LTD benefits, or **any/all** doctor's notes. (Original receipts will be required.) Payment to be made on the next pay period if reasonably possible. Such leaves of absence may be granted retroactive to the first day of absence if necessary. Leaves of absence granted under this Article will not be applied toward the 10 emergency leave day provisions of the Employment Standards Act.

16.03 **UNION LEAVE**

Employees elected or appointed to positions in the Union may be granted an unpaid Union leave of absence to leave the plant on Union business. The Union shall notify the Plant Management in writing as far in advance as possible, which will normally be forty-eight (48) hours. The Company will make reasonable attempt to ensure that the employee(s) are granted their respective leave of absence. No more than four (4) Union members may be away at any one time. Should more than four (4) require leave at the same time, the Plant Manager must approve with as much notice as possible.

- 16.04 Employees selected by the Union to attend the Paid Education Leave (PEL) Program, Union conferences or conventions or delegations will be granted leaves of absence

provided the Union or Chairperson of the Union gives at least forty eight (48) hours of notice to Management in writing prior to such leave, subject to the efficient operation of the affected departments.

16.05 An employee elected or appointed to a full-time position with the Union shall, upon application and with at least thirty (30) days-notice, be granted indefinite leave of absence. The employee's seniority shall continue to accumulate during such leave. During such indefinite leave, the Company will be under no obligation for payments on behalf of such employee for Life Insurance, Weekly Indemnity, O.H.I.P., or other fringe benefits. However, his pension credits shall continue to accumulate.

16.06 **NATIONAL SERVICE**

In the event of any national mobilization program enacted by the Federal Government pursuant to the War Measures Act, the Company will recognize for employees ordered into such national service, such service as service with the Company for pensions and seniority purposes. Such commitment on the part of the Company shall cease with the termination of such service or of the emergency period, whichever occurs first, and in no event shall there be any duplication of benefits provided by the Federal Government. It is agreed that an employee shall have thirty (30) days (or longer period of time permitted by the legislation) from date of discharge in which to report back to work. The same 30 days shall apply to any employee elected to a full time government position. Any leave must be supported by proper military documentation as far in advance as possible.

16.07 The Employer will grant a seniority employee a one (1) time unpaid leave of absence for a period not to exceed one hundred and twenty (120) calendar days, where the employee has been incarcerated as the result of a summary conviction offence. An employee may only utilize the provisions of this article once during the term of employment.

16.08 **MATERNITY LEAVES / PARENTAL LEAVES**

The Company will abide by the Employment Standards



Act. An extension of Maternity leave beyond the Employment Standards act may be granted if mutually agreed upon. Pension service credits shall continue to accumulate.

**The company will grant with pay, two (2) day spousal leave for birth or legal adoption. These days will be paid at straight time.**

#### 16.09 **POLITICAL LEAVE**

Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company will grant him a leave of absence not in excess of forty-five (45) days prior to the election. For the purpose of enabling an employee to participate in the affairs of the government, the Company shall grant upon written notice, from the employee, a leave of absence to such employee who is elected to municipal, county, provincial and national government positions for the first term or who is appointed to full time provincial or federal non-civil service governmental office, where such appointment requires legislative approval. Such leaves of absence will be renewed upon written request, for successive terms within the period of this Agreement. During any such indefinite leave, the Company will be under no obligation for payments on behalf of such employee for Life Insurances, Weekly Indemnity, or other fringe benefits. An employee who is elected to a Government position as in above will receive pension credits for the period of time away from work.

#### 16.10 **EDUCATIONAL LEAVE**

A leave of absence for a period not to exceed one (1) year without pay or benefits but without loss of seniority will 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, providing that the course of instruction is 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 school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each. Such employee shall give notice in writing to the Human Resource Department at least three (3) weeks prior to the date he plans to return to work.

During any such Educational Leave, the Company will be under no obligation for payments on behalf of such employee for benefits. The employee may purchase the entire benefit package as a whole at his own expense. Such payments are to be made through the HR department prior to the commencement of the leave by post-dated cheques.

#### 16.11 **BEREAVEMENT**

If a death occurs in the immediate family of a regular employee (probationary employees excepted) during an employee's scheduled work week such employee will be given a leave of absence with pay, at his applicable rate for each day of the absence. An employee's immediate family shall include:

**FIVE (5) DAYS (8 hr shift)**

**THREE (3) DAYS (12 hr shift)**

EMPLOYEE'S:

Current Spouse

Children

Parent

Step Child

Brother

Step Brother

Step Sister

Step-Parent

CURRENT SPOUSES:

Parent

**Step-Parent**

In the event that the date of burial does not occur in the first few days immediately following the date of death, an employee may use bereavement days non-consecutively to attend the funeral.

**THREE (3) DAYS (8 hr shift)**

**TWO (2) DAYS (12 hr shift)**

EMPLOYEE'S:

Grandparent

Grandchild

CURRENT SPOUSES:

**ONE (1) DAY**

EMPLOYEES:

Brother's Current Spouse

Sister's Current Spouse

Daughter-in-law

Son-in-law

CURRENT SPOUSES:

Grandparent

Brother

Sister

**Additional unpaid leaves may be requested for special circumstances. Emergency days will not be charged. Proof will be required.**

16.12 **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

- a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks in a 26 week period to provide care or support to an individual described in part (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within the following 26 weeks.

A qualified health practitioner is a person who is qualified to practice medicine under the laws of the jurisdiction where the ill family member is being cared for or treated.

The employee must provide the certificate to the Employer.

A week, for this purpose, is seven (7) consecutive days beginning on a Sunday and ending on a Saturday. If an employee takes a leave of less than one full week, as defined, the employee is considered to have taken a full week.

The weeks need not be taken consecutively but must be taken within the 26 week period.

- (b) Employees are entitled to family medical leave as defined in the Employment Standards Act.
- c) Leave, under the family medical leave provisions of this agreement end if the individual family member dies, or if the leave is exhausted.
- d) The leave may be taken on a continuous or intermittent basis.

Pension service credits shall continue to accumulate.

#### 16.13 **UNIFOR PAID EDUCATION LEAVE**

- a) The Employer agrees to pay into a special fund \$0.03 per employee for all compensated hours for the purpose of providing paid education leave. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, **Unifor** and sent by the Company to the Plant Chairperson, **Unifor** Local 1941, and to the **Unifor** Leadership training Fund, 205 Placer Court, Toronto, Ontario M2H 3H9 .
- b) The Employer agrees to contribute one cent (\$0.01) per hour worked per employee to the Social Justice Fund effective on the signing of this Agreement. The Company agrees to forward the contributions quarterly to the **Unifor** Social Justice Fund.

The Employer will forward the number of employees, the number of hours used in the payment calculation and the period of time covered to the plant chairperson and to the following address at the same time the contributions are made: **Unifor**/Social Justice Fund, 205 Placer Court, Toronto, Ontario M2H 3H9.

- 16.14 After a leave of absence, except where otherwise provided in this Agreement, an employee will be placed into his former classification/shift/department if it still exists, seniority permitting.

- 16.15 The Employer may grant a leave of absence to Skilled Trades employees to participate in Canadian & International relief work projects, as approved by the **Unifor** National Union. Approval is subject to the efficient operation of the affected departments.

## **ARTICLE 17 – JURY AND WITNESS DUTY**

- 17.01 **An employee who has been summoned and reports for jury duty; or has been summoned and reports as a witness shall be paid the difference, if any, between the amount paid and his regular earnings on regularly scheduled work days. The above noted employee will be granted the entire shift off with pay for the day of required jury duty as per the above provided that he submits to the Company dated and signed proof of service and the amount of pay received, if any.**

An employee working the night shift which immediately proceeds the day on which service is required will not be required to report for work for that entire shift.

Leaves of absences for jury and subpoenaed crown witness duty will not be applied towards the ten (10) day emergency leave provision of the Employment Standards Act.

## **ARTICLE 18 – HOURS OF WORK**

### **Eight (8) Hour Shifts**

- 18.01 The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.
- 18.02 The normal work week will be comprised of five (5) consecutive days Monday through Friday.
- 18.03 a) The normal hours in a work day on a one (1) shift operation is defined as follows:

Day Shift: 6:30 a.m. to 2:30 p.m

- b) The normal hours in a work day on a two (2) shift operation are defined as follows:

Day Shift: 6:30 a.m. to 2:30 p.m.

Afternoon Shift: 2:30 p.m. to 10:30 p.m.

- c) **The normal work week on a three (3) shift operation will be Monday through Friday inclusive.**

On a three (3) shift operation, the hours will be as follows:

Day Shift: 6:30 a.m. to 2:30 p.m.

Afternoon Shift: 2:30 p.m. to 10:30 p.m.

Night Shift: 10:30 p.m. to 6:30 a.m.

**All rotations will be two (2) weeks of (MAD) mid-nights – afternoons – days.**

The normal work week will start at 10:30 p.m. Sunday for a three (3) shift operation.

A twelve (12) minute paid break will be taken approximately 2 hours into the shift, and approximately 2 hours prior to the end of the shift.

- 18.04 a) **In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, the Company will review such change with the plant committee fourteen (14) calendar days before such changes are effected.**
- b) The Company has the right to alter the start and finish times of the shifts by up to one and one half (1.5) hours unless necessary to temporarily react to mechanical or other emergency/urgent situations. In addition, the Company and the Union may agree to change the regular hours of work outside of the agreed one and one half (1.5) hours, subject to endorsement from the members of the Bargaining Unit.

Note: At the time of negotiations, departments within our operations are utilizing an altered shift start and end time within the 1.5 hour timeframe outlined above.

18.05 **An employee requested by the Company to change his shift during his regular work week, will be paid at time and one half (1 ½) for the first shift of the newly scheduled shift, if not given three (3) working days' notice of the change.**

18.06 The lunch period is thirty (30) minutes (paid) and is part of the eight (8) hours. This shall be taken approximately midway through the shift.

18.07 **Continental 12-hour Shift**

a) The standard work week shall be:

6:30 p.m. Sunday to 6:30 p.m. Sunday

b) The normal hours in a work day on a one (1) shift operation is defined as follows:

6:30 a.m. to 6:30 p.m.

c) The normal hours in a work day on a two (2) shift operation are defined as follows:

Day Shift: 6:30 a.m. to 6:30 p.m.

Night Shift: 6:30 p.m. to 6:30 a.m.

d) The break schedule for continental shift employees shall be as follows:

Hours 1-5:

15 minute break,  
**30** minute break

Hours 6-10:

15 minute break  
20 minute break

Hours 11-12:

10 minute break

Nothing in this agreement prevents the Employer and the Union from mutually agreeing to a different break schedule, totalling the same amount of time, on a departmental basis.

- 18.08 a) **In the event it becomes necessary for the Company to change the starting and stopping times of the continental shifts, the Company will review such change with the plant committee fourteen (14) calendar days before such changes are effected.**
- b) The Company has the right to alter the start and finish times of the continental shifts by up to one and one half (1.5) hours unless necessary to temporarily react to mechanical or other emergency/urgent situations. In addition, the Company and the Union may agree to change the regular hours of work outside of the agreed one and one half (1.5) hours, subject to endorsement from the members of the Bargaining Unit.

18.09 **Eight (8) Hour Shift Overtime**

Time and one-half (1 ½)

Time and one-half shall be paid as follows:

- a) For hours worked in excess of eight (8) hours in normal work day.  
b) For hours worked on Saturday.

Double Time (2x)

Double time shall be paid as follows:

- a) For all time worked on Sunday;  
b) For all hours worked on a Statutory and paid Holiday.

18.10 **Continental Shift – Overtime**

All overtime will be considered voluntary when falling outside normally scheduled working hours. Normal working hours can be defined as follows:



Week # 1 (48 hours)

Tuesday, Wednesday, Saturday and Sunday

Week # 2 (36 hours)

Monday, Thursday and Friday

Overtime Pay

An employee eligible for overtime shall be compensated by multiplying his straight time hourly rate by time and one-half (1 ½) or double time (2x), whichever is applicable.

18.11 **Continental Shift – Overtime (1.5x)**

- a) For hours worked in excess of regularly scheduled 12 hours
- b) For hours that occur on days not regularly scheduled, excluding Sunday.

**Continental Shift – Double Time (2x)**

- a) On Sunday in week #1, for hours 5 through 12 or, for hours 1 through 12 if the employee has already worked four (4) or more hours of overtime that week.
- b) For all time worked on a Sunday in Week #2.
- c) For all time worked on a Statutory or paid Holiday.

Employees who have accepted voluntary overtime will be entitled to cancel their overtime should they provide the Company with twelve (12) hours-notice prior to the start of the overtime shift.

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

18.13 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, or as a restriction of any maximum numbers of hours of work per day,

or per week, or of days of work per week, subject to the Employment Standards Act R.S.O. 1980.

## **ARTICLE 19 – SHIFT PREMIUMS**

<b><u>8 HOUR SHIFTS</u></b>	Yr 1	Yr 2	Yr 3
Afternoons	\$0.60	\$0.60	\$0.60
Midnights	<b>\$0.90</b>	<b>\$0.90</b>	<b>\$0.90</b>

### **CONTINENTAL**

Days	\$0.85	\$0.85	\$0.85
Nights	\$1.20	\$1.20	\$1.20

Day Shift                      No shift premium

Afternoon Shift              Accepting overtime either before or after the afternoon shift will be paid afternoon shift premiums.

Midnight Shift                Accepting overtime either before or after the midnight shift will be paid midnight shift premiums.

## **ARTICLE 20 – OVERTIME**

### **Averaging Procedures**

20.01 A newly hired employee will receive the highest overtime hours plus one (1) hour of the highest overtime employee within the classification and shift to which he is assigned.

An employee posted either temporarily, permanently into a classification and shift will receive the average overtime hours of those in said classification and shift, on the day of transfer.

20.02 a) An employee absent from work for any reason, who otherwise has been scheduled to work, will be charged for all overtime assignments as if he would have worked, except approved leaves.

b) Employees in receipt of S & A, LTD, WSIB benefits, or any leave under Article 16, or on layoff will be av-

eraged into the classification or group to which they enter upon their return to work provided the employee has been off work at least ten (10) regular working days. Otherwise, the employee will maintain his/her overtime hours.

- c) Employees who return to work on modified light duty will be given an opportunity to work overtime only if medical restrictions permit.

If an employee is out of their classification greater than 10 days due to medical restrictions they will be averaged back into their classification upon return.

20.03 Except as provided in the Employment Standards Act, the Company will not schedule any employee to work in excess of twelve (12) consecutive hours.

20.04 a) **In the event an employee is overlooked in equalization, and his/her Union representative has brought the oversight to the attention of the employer, the employee will be provided with a “ding”. Should the employee concerned be again overlooked, within twelve (12) months of the last infraction, the Company agrees to reimburse the employees for the overtime that he/she should have been entitled to work. Applicable overtime charges will be applied. Notification required per article 9.02.**

- b) **Any errors or omissions in the posted list of overtime hours, must be brought to the attention of the company within 5 calendar days of the posting per article 9.02, otherwise the list shall be deemed correct for charging purposes.**

20.05 a) The Company shall post the overtime canvassing sheets in a designated area for each department, and employees will be required to sign the overtime sheets to indicate their acceptance of overtime opportunities. Failure to sign will be considered a decline.

- b) When an employee is called at home for an overtime opportunity, one of the following will occur:

Call	Outcome
i) Employee speaks with Supervisor and accepts overtime.	Employee Charged with appropriate overtime hours.
ii) Employee speaks with Supervisor and declines overtime.	Employee Charged with appropriate overtime hours.
iii) Employee does not speak with Supervisor (doesn't answer phone, or is not home).	Employee not charged, and the next employee will be asked.

20.06 When offering overtime by telephone, a Union representative will be present. The Employer will have the right to immediately offer overtime to the next person on the list until overtime requirements are satisfied.

**MESSAGES WILL NOT BE LEFT.**

20.07 Accepted overtime will be considered a scheduled shift and therefore, all absences, lates and early swipe outs will be subject to the Company Attendance Policies.

**When a transfer is needed due to a last minute absence on shift, the company will canvass the classification of their choice to fill the vacancy. If no one on shift volunteers, the employee on overtime will be transferred during the applicable overtime canvass process. After unsuccessfully exhausting the overtime canvassing process, the employee will be transferred to the vacancy for the duration of that shift.**

20.08 The Employer will offer daily overtime equally among employees in a classification, by low hours on the same shift.

The overtime hours for all employees will be updated weekly as of 7 p.m. Tuesday.

**If all overtime hours are equal among employees who regularly perform the work on a shift, overtime will**

**be offered by seniority. Set-Up Techs will be eligible for overtime after the 10 day familiarization period as per article 13.10**

**Skilled Trades Apprentices on shift will be canvassed last for overtime opportunities.**

**Overtime will be offered in accordance with the charts attached hereto as Appendix “A” – 8 Hour Weekday and Weekend Overtime Canvassing Sheets, and Appendix “B” – 12 Hour Overtime Canvassing Sheets.**

20.09 All employees will have zero (0) hours of overtime starting January 1st each year. Where hours are equal, the lists will be sorted by seniority.

Overtime shall be recorded weekly showing the number of overtime hours worked or refused in the employee’s own classification, and any hours actually worked outside his classification. Hours refused outside his classification will not be charged.

#### **Committeeperson**

Any committee person who comes in early or stays late for a meeting will be charged the applicable overtime hours for the duration of the meeting. Attendance sheets will be submitted for overtime tracking. Any other employee who is attending a meeting before or after their shift will be charged the applicable overtime hours for the duration of the meeting and management should track hours on overtime canvassing sheet.

#### **Overtime Offered After Shift Commences**

If the Company requires someone to work overtime immediately after a shift starts, and the employee who eventually accepts and works the overtime works less than the full shift, employees who refused the overtime will only be charged for overtime hours actually paid to the person who worked the overtime, at the applicable overtime rate (1.5x or 2.0x)

#### **Charging For Overtime Worked/Refused**

**Employees will be charged once for each hour at the**

**applicable rate in their class. The charges will mirror the max hours offered. (If someone is given 2 opportunities on a Friday, 4hrs and 1hr, only the 4hr opportunity will be charged at 6hrs)**

## **EIGHT (8) HOUR SHIFT**

### **Daily Overtime**

The Company will offer employees overtime at the end of their shift, or overtime before the commencement of their next scheduled shift, daily, in accordance with Appendix "A" and charge up to the last person saying "yes" to overtime.

In offering Saturday and Sunday overtime within the same weekend, both days will be offered to the employee with the least number of overtime hours in the classification and shift. An employee may select to work either Saturday or Sunday, or both Saturday and Sunday. However, if an employee is offered overtime on both Saturday and Sunday, the employee will be charged the applicable overtime hours for both days, whether or not the employee works.

### **Weekend and Holiday Overtime**

Employees who accept or decline weekend/holiday overtime before Thursday at 3 pm will be charged the applicable overtime hours. If an employee is offered weekend/holiday overtime after Thursday at 3 pm, an employee who accepts overtime is charged the applicable overtime hours. However, an employee who declines weekend/holiday offered after Thursday at 3 pm will not be charged any overtime hours. (Where possible, the Company will try to offer weekend overtime to employees on the afternoon shift Wednesday, on the night shift on their shift commencing at 10:30 pm Wednesday and on Thursday for employees on the day shift.)

If an employee is on vacation when weekend/holiday overtime is offered, and there is no answer to the telephone call, the employee will not be eligible to work the weekend/holiday overtime, even if the employee later contacts the Company before the actual weekend/holiday overtime is worked unless additional employees are needed at the time the employee later contacts the company. In this event, the employee on vacation is not charged overtime hours.

The Company will contact employees who are off work for any reason with a Union representative present. If the call is made prior to 3 pm Thursday, the employee will be charged with the applicable overtime hours whether they accept or decline the overtime. If the call is made after 3 pm Thursday, the employee will not be charged if they do not answer the call. (This is to avoid follow up on Thursday or Friday for absent employees and adjusting overtime accordingly.)

For the purpose of this Article, "Holiday Overtime" will be considered Paid Holidays falling on a Friday, Monday, or any Holiday between and including the days celebrated as Christmas and New Year's Day. All other Paid Holidays will be treated as weekend overtime, except the "Thursday 3 pm deadline" referenced above will be 3 pm on the second regular workday prior to the Paid Holiday (ie. 3 pm Monday for Wednesday Holiday overtime.)

On Thursday by 6:00 p.m. the Employer will post the overtime work available and the names of the employees that are scheduled to work.

### **Switching Shifts and Overtime**

Employees switching shifts will assume each other's job/position. If an employee switches shifts for a full week, they are entitled to the overtime opportunity for the weekend at the end of that week. If an employee switches shifts for a day, the employee will be entitled to any overtime opportunities on that day, but no future days. An employee switching shifts will carry their accumulated overtime hours and if overtime is required, the employee should be offered overtime based on their accumulated overtime hours from their original shift.

If an employee is transferred to a different classification on a temporary basis, the employee will be considered in the new temporary classification for the duration of the time they are in that classification for the purpose of overtime. Such an employee will only be eligible to be offered for the day they are working in the temporary classification, but not any future days. Temporary transferred employees are to be offered daily overtime last among employees in that classification.

If the transferred employee declines daily overtime in their transferred classification, they will not be charged over-

time hours. Team Leaders will circle those hours. If the transferred employee accepts the overtime, they will be charged the applicable overtime hours.

Overtime shall be recorded weekly showing the number of overtime hours worked or refused in the employee's own classification, and any hours actually worked outside his classification. Hours refused outside his classification will not be charged.

### **Bereavement Leave**

Employees on bereavement leave shall not be offered or charged for daily overtime on the actual weekday of any bereavement leave. Employees on bereavement leave will not be offered weekend/holiday overtime unless on the day the weekend overtime is offered:

- (i) The weekend overtime is to occur after the completion of the bereavement leave; and
- (ii) The employee specifies in writing that they want to be called while on bereavement leave for weekend overtime. In the event an employee does not specifically request to be called in for weekend overtime if on bereavement leave, they will not be charged for weekend overtime offered while they are on bereavement leave.

### **Cancelling Overtime**

Offering Overtime and cancelling overtime are two different processes. The cancelling procedure will be as follows:

- (i) The department(s) cancelling the overtime will communicate the overtime cancellation as soon as possible.
- (ii) The Company will try to contact absent employees who have accepted overtime. When cancelling by phone, the Company will try once to contact the employees who are not at work. A message may be left. A Union Representative must always be present when making these calls.
- (iii) Employees who have accepted voluntary weekend overtime will be entitled to cancel their overtime if they do so by 3:00 pm Thursday.



- (iv) Employees who have accepted daily overtime will be entitled to cancel their overtime immediately following the completion of their lunch.

To ensure representation in weekend overtime situations, when ten (10) or more employees are working, if a regular Union Committeeperson is not scheduled to work overtime as part of the regular canvassing process, then four (4) hours will be allotted for Union representation. Such overtime opportunities will be distributed to the members of the Union Committee, as determined by the Union.

Such Union Committeeperson will not be part of the regularly scheduled crew but will be assigned other duties by the Company, regardless of classification at their normal applicable rate. Any hours worked by a Committeeperson will be charged accordingly.

If no Committeeperson is available for the overtime or there are less than ten (10) employees scheduled to work overtime, the Union will appoint a Union Representative from the employees scheduled to work and notify the Company.

No overtime will be mandated on a holiday weekend.

### **Supplemental Lists**

**The Company will keep a list of all employees who qualify for supplemental work.**

**Employees who do not wish to be canvassed for supplemental overtime, can choose to remove their name by providing notice in writing. The employee can add their name back to the list by notifying the company in writing with one week's notice.**

**For employees signed up on the 'supplemental lists' from other departments, the Team Leader must contact the employees (in person or phone) who signed up and advise them if they are working.**

The Company will offer employees overtime at the end of their shift, or overtime before the commencement of their next scheduled shift, daily, in accordance with both Appendix "A" and "B" and charge up to the last person saying "yes" to overtime.

## Appendix 'A' – How to Canvas for Weekday 8 hour Production Overtime using Equalized Hours

<p><b>Step 1</b> <u>Company determines:</u></p> <ul style="list-style-type: none"> <li>* the day(s)</li> <li>* shift(s)</li> <li>* # of hours</li> <li>* shift hours and/or</li> <li>* number of persons required</li> </ul>	<p><b>Step 2</b> This information is clearly recorded on a current Overtime Equalization Canvas Sheet. This sheet may be amended from time to time as the number of employees or hours required increases or decreases. Nothing in this article prevents the Company from canceling overtime when situations warrant.</p>			
<p><b>Step 3</b> Employees are then canvassed following the steps listed below; each step must be exhausted before moving to the next step.</p>				
<p><b>Step 4</b> Employees at work in the classification having the lowest hours on the shift required.</p>	<p><b>Step 5</b> A) Employees at work who are Temporary Transfers to the classification and have the lowest hours on the shift required. B) Labour pool employees at work in the classification on shift, then students in the class on shift. <i>B) - for the purposes of unplanned events</i></p>	<p><b>Step 6</b> A) Employees in the classification, on the next shift, having the lowest hours who are <b>qualified to perform</b> the work on the shift required. B )Labour pool employees in the classification on the next shift who are <b>qualified to perform the work, then students on the next shift that can perform the work.</b> <i>B) - for the purposes of unplanned events.</i></p>	<p><b>Step 7</b> Employees in other classification at work with the lowest hours who are <b>qualified to perform</b> the work on the shift required. Supplemental lists will be provided.</p>	<p><b>Step 8</b> If the overtime requirements are not filled, <b>qualified labour pool, then qualified summer students will be forced, then</b> junior qualified employee on the shift required will be assigned to work the overtime, to a maximum of eight (8) hours in any one week.</p>
<p><b>Step 9</b> Inform employees of results, return Canvas Sheet(s) to Production Assistant to track worked/refused hours. (Copies to Chairperson).</p>				

## How to Canvas for Saturday/Sunday 8-hour Production Overtime using Equalized Hours

<p><b>Step 1</b>  <u>Before canvassing begins the Company determines:</u></p> <ul style="list-style-type: none"> <li>* the day(s)</li> <li>* shift(s)</li> <li>* # of hours</li> <li>* shift hours and/or</li> <li>* number of persons required</li> </ul>	<p><b>Step 2</b>                  This information is clearly recorded on a current Overtime Equalization Canvas Sheet. This sheet may be amended from time to time as the number of employees or hours required increases or decreases. Nothing in this article prevents the Company from canceling overtime when situations warrant.</p>			
<p><b>Step 3</b>                  Employees are then canvassed following the steps listed below; each step must be exhausted before moving to the next step.</p>				
<p><b>Step 4</b>                  Employees in the classification working the shift on which the overtime is required, having the lowest hours.</p>	<p><b>Step 5</b>                  Employees who are Temporary Transfers to the classification, working the shift required, having the lowest hours.</p>	<p><b>Step 6</b>                  Employees in the classification, on the <b>remaining shift(s) are to be sorted and offered by low hours.</b></p>	<p><b>Step 7</b>                  Employees who are Temporary Transfers to the classification, on the <b>remaining shift(s) are to be sorted &amp; offered by low hours.</b></p>	<p><b>Step 8</b>                  Employees in other classification at work with the lowest hours who are qualified to perform the work on the shift required. Supplemental lists must be supplied.</p>
<p><b>Step 9</b>                  Qualified labour pool employees will be canvassed first, followed by qualified summer students.</p>				
<p><b>Step 10</b>                  If overtime requirements are not filled, the <b>qualified labour pool employees followed by qualified summer students will be forced</b>, then junior qualified employee on the shift required will be assigned to work the overtime, to a maximum of eight (8) hours in any one week.</p>			<p>Inform employees of results, return Canvas Sheet(s) to Production Assistant for tracking worked/refused hours.                  Copies to Chairperson.</p>	

## **TWELVE (12) HOUR SHIFTS**

**Employees who have signed up for overtime will be entitled to cancel before the commencement of the last hour of their shift prior to the overtime they agreed to work.**

**Accepting overtime will be considered a scheduled shift and therefore, all absences, late and early swipe outs will be subject to the Attendance policy.**

### **Posting Times Overtime Sign-up Sheets**

- 1. When working continental, the Team Leader will make every attempt to post overtime on first day of work (Tues, Thurs, Sat) and take down on last day (Wed, Fri, Mon) around 1am/1pm.**
- 2. When posting the Team Leader will mark all employees eligible for canvass with a highlighter.**
- 3. Once taken down, the Team Leader will write all accepted employee's names on the weaving shift board in their AMG area for view. Employees will need to review this board prior to leaving.**

**Departments will utilize an overtime canvassing board in a location convenient for them.**

## Appendix 'B' – How to Canvas for Overtime for all the Continental Shifts Using Equalized Hours.

### Step 1

Company determines:

- \* the days
- \* shift(s)
- \* number of personnel
- \* classification
- \* department
- \* hours of work

**Step 2** This information is clearly recorded on a current Overtime Equalization Canvas Sheet. This sheet may be amended from time to time as the number of employees or hours required increases or decreases. Nothing in this article prevents the Company from canceling overtime when situations warrant.

**Step 3** Employees are then canvassed following the steps listed below. Each step must be exhausted before moving to the next step.

### Step 4

Employees who have the lowest hours working in the same classification on the shift identified

### Step 5

A) Employees who are Temporary Transfers to the classification, working in the same classification on the shift identified  
**B) FOR THE PURPOSES OF UNPLANNED EVENTS - Labour pool employees in the classification and shift required, then students in the class.**

### Step 6

Employees who are qualified to perform the work with the lowest hours working on the shift identified"

### Step 7

Qualified Labour Pool, then Summer Students will be canvassed for overtime only after all prior steps are exhausted, with the exception of unplanned events refer to in Letter #38.

### Step 8

Requirements not filled, qualified **labour pool employees followed by qualified summer students will be forced**, then employees with the least amount of seniority on the shift identified will be required to work, but not more than twelve (12) hours at any time.

### Step 9

Inform employees of results, return Canvas Sheet(s) to Production Assistant for tracking worked/refused hours.

Copies to Chairpersons

### Continental Shift Rotation with Overtime Offering Protocol

Note: Night shifts start at 6:30PM the night before and are listed on the day they are considered for payroll (i.e. Sunday @ 6:30PM is Monday)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)
SHIFT D (b,a)	SHIFT B (d)	SHIFT B (d,c)	SHIFT D (b)	SHIFT D (b/a)	SHIFT B (d)	SHIFT B (d/c)
SHIFT C (a)	SHIFT A (c,d)	SHIFT A (c)	SHIFT C (a,b)	SHIFT C (a)	SHIFT A (c,d)	SHIFT A (c,d)
W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)
SHIFT B (c,d)	SHIFT C (b)	SHIFT C (b,a)	SHIFT B (c)	SHIFT B (c,d)	SHIFT C (b)	SHIFT C (b,a)
SHIFT A (d)	SHIFT D (a,b)	SHIFT D (a)	SHIFT A (d,c)	SHIFT A (d)	SHIFT D (a,b)	SHIFT D (a,b)
W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)
SHIFT C (a,b)	SHIFT A (c)	SHIFT A (c,d)	SHIFT C (a)	SHIFT C (a,b)	SHIFT A (c)	SHIFT A (c,d)
SHIFT D (b)	SHIFT B (d,c)	SHIFT B (d)	SHIFT D (b,a)	SHIFT D (b)	SHIFT B (d,c)	SHIFT B (d/c)
W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)	W / (off)
SHIFT A (d,c)	SHIFT D (a)	SHIFT D (a,b)	SHIFT A (d)	SHIFT A (d,c)	SHIFT D (a)	SHIFT D (a,b)
SHIFT B (c)	SHIFT C (b,a)	SHIFT C (b)	SHIFT B (c,d)	SHIFT B (c)	SHIFT C (b,a)	SHIFT C (b,a)

Indicates current shift

Parentthesis indicate shifts & order in which shifts will be canvassed for OT.

Night shifts are highlighted in gray and arrow  
Indicates that night shift begins the day before.

## **ARTICLE 21 - REPORTING IN PAY**

21.01 An employee reporting for work on his Supervisor's or Company's request, but for whom no work at his regular job is available will be offered at least four hours employment at some other work at his regular hourly rate or be paid four (4) hours at his applicable hourly rate. If reporting in for a Continental Shift he shall receive six (6) hours at the applicable rate. This provision shall not apply when the lack of work is due to blackouts, fire, flood or other cause beyond the control of the Company.

## **ARTICLE 22 – CALL-IN PAY**

22.01 If an employee has left the plant, and is called back to take care of an emergency, and such hours do not extend into his normal shift, he will receive a minimum of four (4) hours pay at the premium rate. Such employees will be assigned only to do work of an emergency nature. In the event that a portion of the emergency four (4) hours extends into his regular shift, he will be paid for such portion at the premium rate.

A call-in that begins on a Sunday and continues into Monday will be paid at double time (2x) base hourly rate for hours worked.

A call-in that begins on a Saturday and continues into Sunday will be paid at time and one-half (1 ½) for hours worked on Saturday, then hours worked on a Sunday will be paid at double time (2x) base hourly rate.

Should emergency work conclude on/after one (1) hour before their shift, the affected employee will have the right to remain at work at the applicable overtime rate until the start of the employee's regular shift. Furthermore, an employee's entitlement to overtime in this instance will not be affected should the employee leave work before the end of their regular shift with the permission of the Employer, or due to the hours of work provisions of the Employment Standards Act.

## **ARTICLE 23 - VACATION**

23.01 a) Vacations with pay shall be granted to all employees on the payroll of the Employer on the basis of their seniority with the Employer as defined in Article 12 of the Collective Agreement.

Length of Service	Vacation Period as of Jan. 1	Vacation Pay Based on Previous Year Gross Earnings (January 1-Dec. 31)0 to
6 months	none	4%
6 mos < 1 year	1 week	4%
1 year < 5 years	2 weeks	4%
5years < 10 years	3 weeks	6%
10 years < 20 years	4 weeks	8%
> 20 years	5 weeks	10%

Employees will be entitled to either the applicable number of weeks of vacation pay based on a normal work week, or the applicable percentage of vacation pay, whichever is greater. In order to qualify for the greater vacation pay benefit prescribed above the employee must have worked at least **1300** hours in the previous calendar year. In the event an employee has not worked at least **1300** hours, the employee will be paid the applicable percentage of gross earnings in the previous twelve (12) month period from January 1st to December 31st.

**Effective January 1st, 2015, employees reaching 15 years will be entitled to two (2) days unpaid. These days may be funded by excess vacation pay accrued from previous year's vacation earnings, or they may be taken without pay at the employee's discretion. These days can only be booked after March 1st and they will not be mandated by the Company.**

23.02 a) The period or periods during which an employee may take his vacation shall be determined at the discretion of the Company. The Company, however, will ensure the most senior employee is granted their preferred vacation dates, in their classification, department, and on their shift provided such employee makes application, on a form provided by the Company, to his supervisor, not later than **January 30th** of each year. A notice to this effect will be posted **December 15th** each year. Requests received after this date will be granted according to availability on a first-come, first-served basis. Where the employer schedules a full or partial summer shutdown, and where employees may be required to work during the shutdown, employees will be given the opportunity to work the shutdown by seniority within the classification.

b) The Company will post approved vacations, not later than **February 15th**.



- 23.03 Employees will be allowed to select two consecutive weeks of vacation during the prime time period. The prime time vacation period is between Victoria Day and Labour Day.
- 23.04 The vacation year shall be from January 1st to December 31st. Vacation time off must be taken during the current vacation year and cannot accumulate to be taken in any subsequent vacation years. Any accrued or unused vacation pay will be paid out on or before January 31st following the vacation year.
- 23.05 Employees may be required to take up to one (1) week of their earned vacation during plant shutdown, if scheduled.
- 23.06 For vacation requests after **January 30th** in any year, employees are required to submit a Vacation Request Form, one (1) week in advance if they desire to take vacation day(s). The Company will permit employees to take vacation with less than one weeks' notice when staffing levels permit. The Company will schedule, all vacation time remaining outstanding as of September 1st, for which an employee has not submitted a vacation request. Employees will be required to take their full vacation entitlement, unless they have been on layoff, W.S.I.B., maternity leave, L.T.D., or S.T.D., for six (6) months or more for that vacation year.

If plant shutdowns are required, employees will be notified as soon as possible.

- 23.07 Vacation may be taken in increments of one day or more.
- 23.08 The Employer reserves the right to schedule vacation periods and limit the number of employees on vacation at any one time by department in order to assure the proper operation of the business. Such discretion shall be exercised reasonably.

An employee, who retires, dies, or becomes permanently disabled prior to December 31, will be entitled to the appropriate percentage of pay as outlined in 23.01 for that year.

- 23.09 The Company will ascertain whether it is possible to show the vacation earnings on the employee pay stubs. If this can be done, the Company will make this change.

For the calculation of vacation pay, the vacation pay year wages shall be the amount indicated on the previous year's T4 slip and will not include amounts reimbursed to employees for expenses and premiums for benefits paid on the employee's behalf.

## ARTICLE 24– PAID HOLIDAYS

- 24.01 Employees working eight (8) hour shift rotations will be paid only at their straight time hourly rate for eight (8) hours for the following specified holidays when not worked as provided herein.
- 24.02 Holiday Schedule to be determined and mutually agreed upon when/if eight (8) hour rotation changes to twelve (12) hour rotation **or vice versa.**

### 2014:

Holiday	Date	Day of Week	Continental	8's
Canada Day	June 27	Friday	Stat	Stat
Civic Holiday	August 4	Monday	Stat	Stat
Labour Day	September 1	Monday	Stat	Stat
Thanksgiving	October 13	Monday	Stat	Stat
Christmas Holiday:	December 24	Wednesday	Float	Float
	December 25	Thursday	Stat	Stat
	December 26	Friday	Stat	Stat
	December 27	Saturday	Float	—
	December 28	Sunday	Float	—
	December 29	Monday	Float	Float
	December 30	Tuesday	Float	Float
	December 31	Wednesday	Float	Float

**2015:**

Holiday	Date	Day of Week	Continental	3's
	January 1	Thursday	Stat	Stat
	January 2	Friday	(B) Letter 36 (A)RTW	Float
	January 3	Saturday	Work	—
	January 4	Sunday	Work	—
	January 5	Monday	Work	RTW
Good Friday	April 3	Friday	Stat	Stat
Victoria Day	May 18	Monday	Stat	Stat
Canada Day	June 29	Monday	Stat	Stat
Civic Holiday	August 3	Monday	Stat	Stat
Labour Day	September 7	Monday	Stat	Stat
Thanksgiving	October 12	Monday	Stat	Stat
Christmas Holiday:	December 24	Thursday	Float	Float
	December 25	Friday	Stat	Stat
	December 26	Saturday	Stat	—
	December 27	Sunday	Float	—
	December 28	Monday	Float	Stat
	December 29	Tuesday	Float	Float
	December 30	Wednesday	Float	Float
	December 31	Thursday	Float	Float

**2016:**

Holiday	Date	Day of Week	Continental	8's
Christmas Holiday	January 1	Friday	Stat	Stat
	January 2	Saturday	(C) Float (D) RTW	—
	January 3	Sunday	RTW	—
	January 4	Monday	Work	RTW
Good Friday	March 25	Friday	Stat	Stat
Victoria Day	May 23	Monday	Stat	Stat
Canada Day	July 1	Friday	Stat	Stat
Civic Holiday	August 1	Monday	Stat	Stat
Labour Day	September 5	Monday	Stat	Stat
Thanksgiving	October 10	Monday	Stat	Stat
Christmas Holiday:	December 23	Friday	—	
	December 24	Saturday	Float	—
	December 25	Sunday	Stat	—
	December 26	Monday	Stat	Stat
	December 27	Tuesday	Float	Stat
	December 28	Wednesday	Float	Float
	December 29	Thursday	Float	Float
	December 30	Friday	Float	Float
December 31	Saturday	Float	—	

**2017:**

Holiday	Date	Day of Week	Continental	8's
Christmas Holiday:	January 1	Sunday	Stat	—
	January 2	Monday	(C) Float (D) RTW	Stat
	January 3	Tuesday	RTW	RTW
Good Friday	April 14	Friday	Stat	Stat
Victoria Day	May 22	Monday	Stat	Stat
Canada Day	July 3	Monday	Stat	Stat
Civic Holiday	August 7	Monday	Stat	Stat
Labour Day	September 4	Monday	Stat	Stat
Thanksgiving	October 9	Monday	Stat	Stat

**Any float days accrued in 2014 to be utilized in 2015.**

<b>8 Hour Shifts</b>	<b>1</b>
<b>Continental 'A' Shift</b>	<b>0</b>
<b>Continental 'B' Shift</b>	<b>0 See Letter #36 regarding Jan 2nd, 2014</b>
<b>Continental 'C' Shift</b>	<b>+2</b>
<b>Continental 'D' Shift</b>	<b>+2</b>

**Continental 'A' Shift will be the first shift to report back to work on Friday, January 2, 2015 according to their regularly scheduled shift.**

**Any float days accrued in 2015 to be utilized in 2016.**

<b>8 Hour Shifts</b>	<b>+2</b>
<b>Continental 'A' Shift</b>	<b>+1</b>
<b>Continental 'B' Shift</b>	<b>+1</b>
<b>Continental 'C' Shift</b>	<b>0</b>
<b>Continental 'D' Shift</b>	<b>+1</b>

**Continental 'D' Shift will be the first shift to report back to work on Saturday, January 2, 2016 according to their regularly scheduled shift.**

**Any float days accrued in 2016 to be utilized in 2017.**

<b>8 Hour Shifts</b>	<b>+3</b>
<b>Continental 'A' Shift</b>	<b>+1</b>
<b>Continental 'B' Shift</b>	<b>+1</b>
<b>Continental 'C' Shift</b>	<b>0</b>
<b>Continental 'D' Shift</b>	<b>+1</b>

**Continental 'D' Shift will be the first shift to report back to work on Monday, January 2, 2017 according to their regularly scheduled shift.**

24.02 For the purpose of clarification, eight (8) hour employees will be entitled to six (6) Float Holidays (48 hours) per calendar year and twelve hour shift employees shall receive four (4) Float Holidays (48 hours) per calendar year. **These floats are to be utilized for Christmas shutdown period.**

The Employer will notify the Union of the days it intends to operate during the Christmas season. In the event an employee is unable to utilize their allocation of Christmas Float holidays in any season, then the employee will be permitted to take any unused Float holidays with pay at a later date.

- 24.03 When a holiday falls within an eligible employee's approved vacation period, he shall be paid for such holiday. The additional day of vacation will be scheduled and such day will be mutually agreed upon.
- 24.04 Holiday pay for probationary employees will be paid as per the Employment Standards Act.
- 24.05
- a) Seniority employees who are otherwise eligible, and have been laid off in a reduction of work force, must have worked a complete shift during the twenty (20) calendar days preceding the holiday to receive pay for such holiday.
  - b) Employees who are otherwise eligible and are receiving sickness benefits or Worker's Compensation must have worked a complete shift during the twenty (20) calendar days preceding the holiday to receive pay for such holiday.
  - c) With respect to the Christmas Holidays, an employee who works within **45** days of the first Christmas Holiday will be considered as having worked for the purposes of articles 24.05 (a) above.
- 24.06 When an employee works on a day that is being observed as a holiday, he shall be paid for the holiday and in addition will be paid at the rate of double time, for all hours worked on such day.
- 24.07 **Continental Shift Rotation**
- a) When an employee's regular schedule does not require them to work the holiday.
    - \* Employee receives holiday pay (12 hours) for the holiday if they agree in writing. OR
    - \* Employee receives a work day off with pay within three (3) months of the holiday (**in lieu**).
  - b) When an employee works on a paid holiday, the employee will receive double time for all hours worked on the paid holiday, in addition to holiday pay **or employee receives a work day off with pay within three (3) months**. Where possible the Employer will make every effort to schedule employees off on scheduled holidays.

24.08 Employees who select a lieu day off as per the above options rather than receive holiday pay need to request the lieu day in writing to their team leader after the holiday that gave rise to the lieu day. The scheduling of the lieu day off must be mutually agreeable by the employee and the team leader.

24.09 To be eligible for holiday pay a seniority employee must work the full last scheduled shift before a holiday(s) and the full first shift scheduled after the holiday(s), unless the employee is absent with a satisfactory reason or with the permission of the Employer. For example:

If the holiday falls on a Monday, the employee must work full shifts on Friday and Tuesday to qualify for holiday pay.

If the holiday falls on a Friday, the employee must work full shifts Thursday and Monday.

The qualifying provision does not apply to Weekend/holiday overtime.

An employee will be considered to have worked their full last scheduled shift before or after the paid holiday for the purpose of determining whether the employee has qualified for holiday pay if such day is a previously booked vacation/PAA or Float day. However, if an employee is absent on the day before, or the day after a qualifying day that is a booked vacation/PAA or Float day such booked vacation/PAA day or Float day will not be considered valid unless the employee provides valid, written substantiation of the absence dated on the day of absence or on the booked vacation/PAA day or Float day.

## **ARTICLE 25 – PAID ABSENCE ALLOWANCE DAYS**

25.01 A **seniority** employee shall become eligible for a paid absence allowance credit as hereinafter defined, per calendar year as follows:

First year (hired after June 30) –	1 day
First year (hired before June 30) -	2 days
Up to 4 years -	2 days
At the commencement of the fifth year or more years -	3 days

An employee must receive prior approval from his supervisor two (2) calendar days prior to the date he wishes to

take his paid absence allowance day(s). The Company will permit employees to take PAA days with less than 2 days' notice when staffing levels permit. Employees will be allowed to schedule paid absence allowance days consecutively, or separately.

Employees who utilize fewer PAA days in a calendar year than they are allocated will receive pay for such unused PAA days. Such payment will be made in the month of January. There shall be no carry-over of any unused paid absence allowance from one (1) calendar year to the next.

Paid absence allowance shall be paid at the appropriate straight time hourly rate.

## **ARTICLE 26 - HEALTH, SAFETY AND ENVIRONMENT**

- 26.01 a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees.
- b) The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.
- c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing Health and Safety legislation.
- d) The parties agree to abide by all the provisions of the Occupational Health and Safety Act (R.S.O. 1990 C.)1) and its regulations.

It is understood that when the term of the Health and Safety Committee is used that it shall mean the Union/Management Joint Health, Safety and Environmental Committee.

### **26.02 Joint Health and Safety Committee**

- a) **A Joint Health and Safety Committee shall be established which is composed of four (4) (if plant is on an 8hr rotation) and five (5) (if on a 12hr continental rotation) union members, one (1) union member from each shift, and one (1) Union Health & Safety Representative elected by the union. Union health and safety representatives will be**



**trained in Part 1 Certification with the cost of such training to be borne by the Company. All Union representatives of the JHSC shall be level II Certified, with the cost of such training to be borne by the Company. At no time shall the number of company members be allowed to outnumber the amount of union members. The cost of training includes the wages of the employees receiving the training, travel expenses, including applicable mileage in accordance with Company policy.**

- b) Two working (2) co-chairpersons shall be elected by and from the members of the Committee. One (1) co-chair shall be a Union member.
- c) Without limiting the generality of the foregoing, the Committee shall:
  - i) Determine that inspections have been carried out at least once a month by a Management and Union member of the JHSC. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions and practices.
  - ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions, in accordance with timelines determined by the JHSC.
  - iii) Consider recommendations from the workforce with respect to Health and Safety matters and recommend implementation where warranted.
  - iv) Hold meetings at least once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to Health and Safety.
  - v) Record the minutes of the meetings which shall be signed by the co-chairs at the conclusion of the meeting typed and distributed to the committee members, posted on the bulletin boards and sent

to the local union and national union representative within a reasonable period of time.

- vi) The Company will provide any data or reports, including trend analysis that the Company is using or has available to it related to Health and Safety and Worker's Compensation issues to the Union Health and Safety Representatives. Any confidential data will not be released without proper authorization.
- vii) 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.
- viii) The Union Health and Safety Committee shall meet without Company Representatives for at least one hour prior to the Committee meeting.

The elected Chairperson, or designate, shall be entitled to attend as a non-voting member at all JHSC meetings. The Plant Manager, or designate, shall be entitled to attend as a non-voting member at all JHSC meetings.

- 26.03 All members of the Joint Health and Safety Committee will receive appropriate training on workplace specific hazards and ergonomics issues.

Where an ergonomic or other health and safety concern is beyond the scope of the Committee or the Company's engineering department, the Company will utilize internal and/or an external consultant. Recommendations made by the consultant will be implemented if practical.

**If the Company utilizes an external third party consultant he/she will be jointly selected by the Company and Union through the JHSC. External consultants will be knowledgeable in the OHSA.**

26.04 **Right to Refuse**

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work, **including Workplace Violence or Harassment**, which may harm them or any person and that signs are posted in the workplace advising them of this right.

- b) When a worker exercises his or her right to refuse he or she shall notify the supervisor who shall promptly notify the Union Co-chair or designate (JHSC) who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.
- d) If the Union Co-chair and the Supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- e) No employee shall be discharged, penalized, coerced, intimidated or disciplined because the employee has acted in compliance with the Occupational Health and Safety Act or the regulations.

#### 26.05 **Accident and Incident Inspections**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated within a reasonable period of time, not to exceed 48 hours. The co-chairs or designate shall investigate the accident or incident. Incident report forms shall be completed and a copy will be given to the Union.

#### 26.06 **Education and Training**

- a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training where required as determined by the JHSC.
- b) The Company agrees to provide up to a cumulative total of twenty (20) working days with pay each year of this agreement for Union members of the Joint Health and Safety Committee to participate in health and safety training, including Workers Health and Safety Centre training programs and Autoliv training programs. The Company and Union agree that at least 50% of training days will be provided by Workers Health and Safety Centre. The Union agrees that the

Company Health and Safety Representatives may also participate in the training programs. The Company agrees to pay for the course material fees associated with this training and applicable mileage in accordance with Company policy. These hours are in addition to necessary JHSC Certification, Level 1 and **Level II Training** as per Article 26.02.

- c) The JHSC shall provide at **four (4) hours** of paid Occupational Health and Safety Act training to each bargaining unit employee in each year of the collective agreement. Course content/topics shall be discussed with the JHSC and training will be provided with the Co-Chair or designate present. Any course expenses will be borne by the Company.

#### 26.07 **Disclosure of Information**

The Company will continue to disclose the identity of all known physical agents, toxic materials or other hazardous substances to which workers are exposed. Also symptoms, medical remedies and antidotes will be disclosed at the request of the Union.

The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services. Physical examinations and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

The Company will provide to each employee or their physician, upon written request of the employee, a complete report of the results of any such tests or examinations, and will review the test results with the employee.

- 26.08 The union JHSC co-chairperson, or designate shall be allowed to accompany a government inspector on an inspection tour.

The Worker Co-chair or designate shall be present through the initial stages of testing related to health & safety and the Company will share all test results as required by OHSA.

#### 26.09 **Access to the Workplace**

It is agreed that the **Unifor** National Health and Safety

Representative will be permitted, at a time and date mutually agreed to by the Company to enter the plant and participate in a safety inspection or accident investigation in the Company of the Union and Management Representatives for the purposes of making recommendations to Union and Management to prevent a reoccurrence.

#### 26.10 National Day of Mourning

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

#### 26.11 Protective Clothing and Equipment

- a) The Employer shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing required, chosen by the Joint Health and Safety Committee.

The Company will supply and maintain department weather wear for **all affected employees as determined by the committee.**

**Both winter coats and raincoats will be available in various sizes for each area. Well labeled hooks will be provided for coats in all applicable areas. Coats will be cleaned when needed.**

- b) All employees will be required to wear Employer approved safety shoes or boots in designated areas as a condition of employment, and such foot protection shall be CSA approved. The Employer will pay for regular employees only, \$125.00 per year of the collective agreement. The Employer will provide a second boot allowance to seniority employees in the Skilled Trades Classifications. In addition, the Employer will pay for regular employees \$20.00 per year for the purchase of insoles. Such payments will be made on the first pay period in March of each year. Employees who are laid off at the time of such payment will be eligible to receive payment upon recall

In cases where safety shoes may deteriorate due to working conditions, the Employer may authorize an

additional **\$120.00** towards a second pair of safety shoes or boots within the twelve (12) month period **provided receipts are submitted for both purchases.**

All employees working in Employer designated safety glass areas will be required to wear safety glasses provided by the Employer as a condition of employment. **Various safety glass options will be available to the employees due to various departmental needs such as anti-fog. Employees will be able to choose as needed.**

The Employer will pay the full cost per calendar year towards the cost of prescription safety glasses and Employer approved safety frames provided the employee purchases the glasses designated by the Employer from its' designated supplier. **Forms are available from the HR Department.** Such eye protection shall be CSA approved. Prescription safety glasses damaged on the job will be replaced by the Employer at no cost to the employee.

The Employer's share of the cost for safety boots or shoes and prescription safety glasses will be paid on the completion of an employee's probationary period.

#### 26.12 **Lockout and Machine Guarding**

The company shall ensure that all equipment is locked out and guarded. The JHSC shall review lockout and test procedure and machinery guarding program as necessary. All employees who may be at risk will receive semi-annual practical training specific to their job which will be scheduled each year in January and July starting in the 2012 calendar year.

#### 26.13 **Employment of Disabled Workers**

Where an employee becomes medically unfit to perform their job, the Company and the Union will cooperate in endeavouring to place an employee in a job that the employee is capable of performing.

26.14 **First Aid Attendants**

There shall be employees trained in CPR/First Aid on all shifts who shall be members of the bargaining unit. It is further agreed that the Union Health and Safety **Committeeperson and Maintenance** will be trained for the above when regular training is conducted. In addition to first aid training, members of the JHSC will be trained in the use of the in plant defibrillator on an annual basis. All training will be done during normal work hours. The Company shall pay for the fees, textbooks and lost time at the applicable rate of pay, of all first aid attendants who successfully complete a first aid course.

If possible, First Aid Attendants shall participate in the preparation of incident reports generated in the plant.

26.15 **Injured Workers Provisions**

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his applicable rate of pay. If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant and/or to the employee's home.

All appropriate paperwork will be provided to the employee as soon as reasonably possible.

26.16 **No Working Alone**

No employee shall be required or permitted to work alone in the facilities.

26.17 **Ventilation**

- a) The Company shall ensure that adequate general and local ventilation systems are installed and maintained, as required by law.
- b) The Company shall ensure that airborne contaminants are not released to the environment, contrary to any applicable law.

26.18 **Noise Abatement**

Where a worker is exposed to sound levels of 85dbs or

greater measures shall be taken to reduce the sound level below 85 db. Where such measures are not practical the employer will provide custom molded hearing protection to all employees affected. If for any reason the employee cannot wear custom fitted hearing protection the employer will provide an alternative hearing protection that will meet or exceed legislation requirements. The employer will provide two (2) pair of custom molded hearing protection during length of the contract.

In addition, if an employee can establish that their custom molded hearing protection is lost or significantly damaged as a result of normal working activities, the Company will provide a replacement pair. All employees who transfer or post to a department where sound levels reach 85db or greater will receive a baseline hearing test within two (2) months of entering the department.

#### 26.19 **Heat Stress**

Should the temperature in an employee's work area exceed 38 degrees Celsius, using a Humidex Scale, with an appropriate method of measurement, an employee will be allowed additional rest periods or breaks. The Company will excuse an employee from work, under these conditions, because of heat sickness, in the same manner as any other employee who suffers an illness at work. The Company will continue to follow its current practice in this regard.

#### 26.20 **Radiation Safety**

The Company has responsibility to ensure compliance with the following:

- a) Respond to all correspondence from regulatory agencies concerning the use of radioactive materials and radiation emitting devices at Autoliv Canada.
- b) Provide advice and guidance to personnel on radiation.
- c) Monitor all shipments of radioactive material arriving at or leaving the site.
- d) Maintain accurate records concerning personal radioac-



tive material disposal, accident investigations, radioactive material inventories, instrument calibrations and sealed radioactive source leak testing.

- e) Provide radiation safety training for plant personnel involved with the handling of and those exposed to radioactive materials.
- f) Prepare annual compliance reports for submission to the CNSC.
- g) Copies of each of the foregoing will be provided to the JHSC.

#### 26.21 **Laser Safety**

With respect to laser safety, the Company will:

- Be knowledgeable of the education and training requirements for laser safety, and potential laser hazards and associated control measures for all lasers.
- Report known or suspected accidents/incidents.
- Ensure the lasers are not operated or modified without approval of the supervisor. Ensure that all administrative and engineering controls are followed.
- Maintain inventory control and a permanent record of the status of all lasers.
- Ensure that individuals working with lasers have general laser safety training and provide laser operators with training in the administrative, alignment and standard operating procedures.
- Classify and label any unclassified lasers.
- Ensure that the immediate Supervisor is notified in the event of laser exposure.
- Provide standard operating procedures (SOP), in accordance with ANSI requirements for all laser operations and maintenance procedures.

26.22 The JHSC will develop a review procedure for new and rebuilt equipment. Any critical issues outstanding on new or rebuilt equipment will be addressed prior to running full production. The Co-chairs or alternates of the JHSC may participate in the pre-build design review of any major capital equipment that is planned for the facility. **The Company will have a PSR completed, when required, prior to use.**

## **ARTICLE 27 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

27.01 The Company, may require an employee to undergo a medical examination or examinations by a Company physician, or a physician of the employee's choice, and the Company shall bear the expenses incurred in connection there with, which will include payment for time lost, if such employee is at work. In the event of a dispute between two physicians concerning the validity of an occupational illness or injury, the Company and the Union will select a third party physician and his opinion will be binding on both parties.

Applicable mileage will be paid at the current WSIB rate/km. Meal allowance will be reimbursed for one (1) meal per Company policy.

## **ARTICLE 28 - WEEKLY PAY**

- 28.01 a) The Employer agrees to pay its employees on each Thursday by direct deposit for those hours worked between Monday through Sunday of the prior week. For those employees working the third shift, the pay stubs will be available by 2:00 p.m. each Thursday.
- b) As the result of an error on the part of the Company, should an employee's pay be in error of more than seventy-five dollars (\$75.00) and the employee requests an adjustment during the same week, he will ask his immediate supervisor and will receive a separate cheque by Thursday afternoon. In all other cases, the employee's next pay will show the adjustment.

## **ARTICLE 29 - SKILLED TRADES**

29.01 The Skilled Trades covered by this Article constitute those trades which are as follows:

Electrician  
Millwright

- 29.02 Job descriptions for Skilled Trades will be developed by a Committee made up of two members appointed by the Union and two Management Representatives.

The guidelines for developing these job descriptions will be the **Unifor** book of Job Descriptions of the Skilled Trades, and the **Unifor** Apprenticeship Standards, along with any other applicable job description development material.

- 29.03 Employees bidding into the Skilled Trades Department will not carry plant-wide seniority for the purpose of lay-off, recall or vacation preference. Their departmental seniority starts when they enter into the Skilled Trades Department. All existing positions will have their seniority retroactive to their date of entry into the Skilled Trades Department.

In the event of a reduction in the work force in the Skilled Trades Classification Group(s), the following procedure shall apply.

- a) Probationary employee(s) shall be laid off first within the classification group(s), followed by apprentices and thereafter Skilled Trades employees within their respective classification group(s) in reverse order of their Skilled Trades Department seniority.
- b) Such employee(s) will then exercise his accumulated non-skilled trades seniority for the purpose of displacing the junior employee in accordance with the provisions of Article 14.03 of the Collective Agreement.
- c) Any recall shall be in the reverse order of the above provided the seniority employee has the qualifications to perform the required work.

**Apprentice Committee:**

The Chair shall be the supervisor of apprentices. Duties of Committee:

- 1) To see each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.

- 2) To accept or reject applicants for apprenticeship subject to final approval by the Human Resource Department of the Company.
- 3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- 4) To offer constructive suggestions for the improvement of training on the job.
- 5) To certify the names of graduate apprentices to the registration agencies and recommend that a certificate of apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued unless recommended by the Committee.
- 6) In general, to be responsible for the successful operations of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

### **Apprenticeship Agreement**

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he/she is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement.

- i. The Apprentice
- ii. The Company
- iii. The Committee
- iv. The Registration Agencies
- v. The Local Union
- vi. The Unifor National Office

### **Apprenticeship Program**

- a) The parties agree to establish a Joint Apprenticeship Committee with two members each from the Company and the Union. The Union members shall be from the Skilled Trades Classification Group.

- b) The Committee shall meet monthly to review the progress of the apprentices in the program and the program itself to ensure compliance with the provisions of the appropriate legislation.
- c) The minimum qualifications for admission to the Apprenticeship Program shall be grade 12 or its equivalent.
- d) All employees applying for admission to the program will be required to pass, pass being eighty percent (80%), an Aptitude Test, as approved by the Committee. All other things being equal, seniority will be the determining factor in filling the opening.
- e) Opportunities for the Program shall be subject to the job posting procedure.
- f) The Committee shall have the authority to cancel the Apprenticeship Agreement for cause such as inability to learn, unsatisfactory work, lack of interest in the Program, poor attendance, and other just causes as may be the case. In the event of a disagreement between members of the Committee, the Company shall have authority to remove an employee from the Program subject to the grievance and arbitration provisions herein.
- g) The first five hundred (500) hours worked by every apprentice shall be a probationary period.
- h) Apprentices in each Trade covered shall be paid a progressively increasing schedule of wages as follows:
  - 1st 1000 hours not less than 65% of the Classification Group Rate
  - 2nd 1000 hours not less than 70% of the Classification Group Rate
  - 3rd 1000 hours not less than 75% of the Classification Group Rate
  - 4th 1000 hours not less than 80% of the Classification Group Rate
  - 5th 1000 hours not less than 85% of the Classification Group Rate

- 6th 1000 hours not less than 90% of the Classification Group Rate
- 7th 1000 hours not less than 95% of the Classification Group Rate
- 8th 1000 hours not less than 95% of the Classification Group Rate

An employee with seniority rights who enters the Program will remain at his/her current hourly rate until such time as the percentage of the Classification Group Rate is equal to or greater than his/her old rate and will continue to progressively increase as per the above chart.

- i) Apprentices will be required to attend classes for related instruction. The Company will pay apprentices the foregoing rates for time lost from their regular work schedule during the required classroom periods of instruction. Books and tuition will be reimbursed by the Company upon successful completion of the course.
- j) Employees in one Skilled Trades Classification will not be eligible to enter the Program in another trade.
- k) Apprentices who are given credit for previous work experience and related classroom instruction shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.
- l) Apprentices upon completing the required hours of training and passing any required examination will be afforded Skilled Trades status and considered Skilled Trades employees immediately. No certification will be issued by the Ministry of Labour, Apprenticeship Branch unless first approved by the Joint Apprenticeship Committee.
- m) Accruing hours will be communicated to affected apprentices monthly so proper tracking can be maintained.

29.04 The Company agrees to deduct **Unifor** Canadian Skilled Trades Council Dues, the sum of one-half (½) hour pay

per year including COLA,, as may be adopted by the CSTC upon receipt of individual authorization cards signed by the employee at the time of entry into the Skilled Trades. First deduction to be made from the employees from the first day received after completion of the probation period or entry into the Skilled Trades. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

29.05 Entry into the Skilled Trades shall be restricted to persons who provide documentation supporting their claim to required work experience, and...

- a) who qualify as Journeyman as outlined in the Company Job Description; or
- b) who qualify for Journeyman status through any Apprenticeship Program recognized by the Ministry of Training Colleges and Universities, or holds a **Unifor** Journeyman card in the Trade in which he claims recognition; or
- c) who provides documents prior to hire or promotion from any classification, providing their claim to Journeyman status. These documents are to be shown to the Skilled Trades Committee person.
- d) **Newly hired Skilled Trades employees are exempt from the gradual pay scale structure and start employment at full wage as per Schedule A.**

29.06 **Contracting Out**

- a) It is the policy of the Company that outside contractors will not be utilized within the plant to perform work normally done by Skilled Trades.
- b) The Company will not eliminate jobs or deprive employees of overtime by outsourcing and/or contracting out work normally performed by Skilled Trades employees provided the Employer has the necessary facilities and equipment, and the work can be performed by such employees in a manner that is competitive in

terms of cost and quality, and within the projected time limits.

- c) The Company will ensure Skilled Trades personnel are properly trained on any new or existing piece of equipment and/or machine installed in the plant.
- d) The Company will ensure Skilled Trades personnel interface with outside contractors when there are specific skills which our employees would be required to learn.
- (e) In the event an outside contractor, corporate engineering, and/or internal engineering are involved in the modification, new installation, or upgrading of any current piece of equipment or machinery, the Skilled Trades Representative will be advised of the changes or modifications made prior to being done. This will ensure our employees will be able to properly maintain the equipment.
- (f) In all cases, the Company will hold discussion and provide written notice to the Union prior to contracting out work. The written notice will describe the nature, scope and approximate dates of work to be performed and the reasons why this company is contemplating contracting out such work. At such time the Company will allow the Skilled Trades Representative to comment on the Company's plans. It is the intent of this clause to inform the Union Representative of the outside contractors and to explore ways to fully utilize our Skilled Trades employees, to rely less on outside contractors.
- (g) All outside contractors will be required to attend a mutually agreed upon process developed regarding Safety Acknowledgement as per our Letter of Understanding # 32 prior to any commencement of mutually agreed work .
- (h) There will be no contracting out of Skilled Trades work normally performed by Skilled Trades employees while any Skilled Trades employees are laid off out of the classification.



29.07 **When necessary, shift vacancies created by an absence or vacation will be filled by Skilled Trades. If this is not possible, the vacancy may be filled by overtime. If the Company uses an outside contractor for shift coverage, the Skilled Trades in that classification will be offered to move shifts, by seniority, and the outside contractor will be placed on the shift left vacant. Outside contractor will be paid full wage plus shift premium where applicable. They will pay applicable dues to Unifor Local 1941.**

29.08 Skilled trades employees required to provide their own hand tools and measuring devices as a condition of employment will supply their own tools not normally supplied by the Employer.

Active Skilled Trades employees and Apprentices will be provided with an annual tool allowance to be used towards the purchase of tools and/or measuring devices that are required by the Employer to use upon presentation of proper receipts as follows:

<b>October 15, 2014</b>	<b>- \$600.00</b>
<b>October 15, 2015</b>	<b>- \$600.00</b>
<b>October 15, 2016</b>	<b>- \$600.00</b>

The Employer will continue its current practice of authorizing the purchase of tools through a supplier to be deducted up to four pays with a minimum deduction of fifty (\$50.00) dollars per pay.

Any tools belonging to an active Skilled Trades employee and/or Apprentice, that are broken or damaged during the course of performing his/her job function at Autoliv Canada, upon review by the maintenance supervisor or designate, will be replaced with the same tool, or a tool of equal quality.

The same damaged tool will only be replaced once per calendar year.

29.09 The Employer will provide insurance protection for replacement cost for all tools from fire, and water damage, and proven theft from locked tool boxes for skilled trades employees only, properly stored on Company premises.

- 29.10 In the event the Company establishes a new classification and it is mutually agreed upon that such classification is a bonafide apprenticeship trade, that classification shall be included in this section of the Agreement.
- 29.11 Equipment in the maintenance shop is off limits to all employees. Those excepted would be Skilled Trades and Apprentices.
- 29.12 **Any pertinent Skilled Trades (Millwright / Electrician's) License renewal including, but not limited to the Ontario College of Trades membership fees will be at the cost of the Employer. The Company will reimburse the employee the cost once proof of payment is provided.**
- 29.13 Skilled Trades overtime will be equalized by classification on the same shift in accordance with Article 20.

#### **Daily Overtime**

Overtime is to be offered at the end of the shift or overtime before the commencement of their next shift scheduled, daily:

- a) By shift, by low hours first to the Journeyperson on shift, then the apprentice(s) on shift in that Trade.
- b) By low hours on the next shift first to the Journeyperson then the apprentice(s) on shift in that Trade.

#### **Weekend and Holiday Overtime**

Overtime is to be offered on the shift where the work occurs:

- a) By shift, by low hours first to the Journeyperson on shift, then the apprentice(s) on shift in that Trade.
- b) By low hours from the remaining off shifts, first to the Journeyperson then the apprentice(s) on shift in that Trade.

#### **Call-in Overtime**

The Maintenance department for call in overtime will be as follows:

- a. For weekend overtime on the shift where the work occurs, by low hours first to journeyperson, then to apprentices on shift in that Trade.
- b. By low hours from the remaining off shifts, first to the Journeyperson then the apprentice(s) on shift in that Trade.
- c. By shift, by low hours first to the Journeyperson on shift, then the apprentice(s) on shift in that Trade.
- d. By low hours off shift first to the Journeyperson then the apprentice(s) on shift in that Trade.

To address the concern of the Skilled Trades department in the area of emergency work, such work shall be considered any work which may impact the vital needs of production, such as critical production or support systems down time. When the work in question is considered an emergency it will require the approval of a manager.

- 29.14 a) Where an employee desires to further his knowledge in his particular skilled trade by taking courses related to his trade, the Company agrees to assist him with such training if he complies with the following procedure.
- (1) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course.
  - (2) Receives written approval from the Human Resources Manager or his/her designate prior to taking such course.
  - (3) Successfully completes such course.
- b) Total reimbursement for tuition and required text books will be made, after the employee provides evidence of successfully completing such course.

29.15 To address the concern of the shortage of help during scheduled plant shutdown, the Company and the Union discussed the option of Skilled Trades helpers. The wage will be listed in Schedule "A".

The selection of helpers will be based on current skills and qualifications to perform the required work and will be offered first to seniority employees.

In the event of shutdown, the Company would canvas the employees by hours to work with the skilled trades person. For summer or Christmas shutdown, a ratio of up to three (3) helpers may be utilized to work with the journeyman. Any ratio beyond this will be discussed with the skilled trades representative.

### **ARTICLE 30 - COST OF LIVING ALLOWANCE (COLA)**

A COLA shall be defined based on the following terms and conditions:

- a) Effective on the first pay period on or after Feb 1, and quarterly thereafter during the term of this agreement, a cost of living allowance calculated as set forth in this section shall be made.
- b) **The amount of cost of living adjustment (COLA) shall be determined in accordance with the increases or decreases in the Consumer Price Index, 2002 =100, hereafter referred to as the “ 2002 CPI.”**
- c) In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 index point (i.e. 0.05 and greater rounded upward and less than 0.05 rounded downwards.
- d) **The COLA shall be computed using the three (3) month average of the 2002 CPI for Jan, Feb, and Mar, 2014 as the base period.**
- e) COLA adjustments will be made on a quarterly basis at the following times:

**COLA adjustments will be made on a quarterly basis at the following times:**

<b>Date of Implementation Month</b>	<b>Based Upon the Three Average of:</b>
<b>1st pay period beginning on or after August 1, 2014</b>	<b>April, May, June 2014</b>
<b>1st pay period beginning on or after Nov 1, 2014</b>	<b>July, Aug., Sept. 2014</b>
<b>1st pay period beginning on or after Feb. 1, 2015</b>	<b>Oct., Nov., Dec. 2014</b>
<b>1st pay period beginning on or after May 1, 2015</b>	<b>Jan., Feb., March 2015</b>

**And so on at three (3) calendar month intervals thereafter.**

- f) One cent (\$0.01) adjustments in the cost of living allowance shall be made payable for each 0.0954 change in the 2002 CPI.**
- g) In the event Statistics Canada ceases monthly publication of the Consumer Price Index or changes the form or the basis of calculating the index, the parties agree to ask Statistics Canada to make available for the life of this agreement, a monthly index in its present form
- h) No adjustments, retroactive or otherwise shall be made due to any revision which may later be made in the published Statistics Canada CPI.
- i) The amount of any COLA in effect at any time shall not form part of an employee's base rate and shall not be included in computing overtime or other premium pay. COLA adjustments will be excluded from calculations pertaining to group welfare benefits. **The base rate of \$1.27 COLA will be locked in with quarterly adjustments per paragraph f). This will be in effect for the duration of the 2014 agreement expiring October 15, 2017.**



**SCHEDULE A – WAGES – Year 1 - Ratification**

	Year 1	Year 2	Year 3
Lump Sum –“in pocket”	*\$700.00	\$250.00	\$250.00
	(May 24/14)	(Aug. 4/15)	(Aug. 4/16)
Increases	\$0.00	\$0.25	\$0.25
<b>Class #1</b>	<b>\$18.75</b>	<b>\$19.00</b>	<b>\$19.25</b>
Cutting Inspection			
Customer Focus			
Prototype/Laboratory			
Weaver			
Selvedge / Re-Roll			
<b>Tool Crib / Receiver Clerk</b>			
Shipper / Receiver			
Scourer / Coater			
<b>Class #2</b>	<b>\$19.65</b>	<b>\$19.90</b>	<b>\$20.15</b>
Knotter			
<b>Float Class</b>			
<b>Material Handler</b>			
<b>Class #3</b>	<b>\$21.15</b>	<b>\$21.40</b>	<b>\$21.65</b>
Set-Up Techs - All			
Oiler / Greaser			
Skilled Trades Helpers			
<b>Class #4</b>	<b>\$29.65</b>	<b>\$29.90</b>	<b>\$30.15</b>
Chairperson			
Skilled Trades			
<b>Trainer (+\$0.10)</b>			
<b><u>NEW CLASSIFICATION</u></b>			
When a new classification is introduced or the duties of a classification are substantially changed, the classification and the rate of pay shall be agreed upon between the employer and the union.			

\* Gradual Pay Scale Increases: (New Hires)

0 - 3 Months	80%
3 - 6 Months	85%
6 - 12 Months	90%
12 - 24 Months	95%
24 Months	100%

## **SCHEDULE B – BENEFITS**

All current benefits will continue at their current levels unless specifically provided otherwise. Coverage to include benefits for same sex dependants.

**Benefits will be maintained for employees for six (6) months after leaving the plant for lay off.**

Life Insurance

LTD

Travel Assistance

S & A – Amend to provide coverage for 39 weeks (adjust LTD accordingly.)

Provide for payment on first day of outpatient.

### **Pension**

Aug 4/14 - \$ 2.58/hour

Aug 4/15 - \$ 2.68/hour

Aug 4/16 - \$ 2.83/hour

Pension for ALL compensated hours. Pension is payable on pregnancy/parental leave and up to twelve (12) months on WSIB.

**Drug Benefit** – Maintain current benefits with Green Shield - \$5.00 co-pay.

**The Company will cover the \$100 ODB deductible for eligible seniority employees and their current spouse. (65 and older)**

**Dental** - Maintain current benefits with Green Shield

Basic      100%      Maintain - \$1,800.00 max/year

**Major Dental**      50%      \$1,500 max per year

Dependent prior to age 21 provided dependent is in full time attendance at school.

**Orthodontics**      50%      \$2,000 lifetime



## **SCHEDULE B – BENEFITS**

**Chiropractor** - \$650.00

**Orthotics** - \$450/ 2 years.

**Vision** - The Employer will continue its practice of providing paid eye exams every 2 years. 2 year vision coverage can be applied towards laser vision correction or contact lenses \$300.00/every 2 calendar years.

Disabled Dependent: Dependent benefit coverage for a child incapable of self-support due to a mental or physical handicap will be maintained beyond the age of 21 provided such mental or physical handicap is diagnosed prior to the 21st birthday.

The employer shall make available the following or similar benefits as mutually agreed between the employer and the union to eligible employees. The costs of the benefits listed shall be paid 100% by the employer.

The Employer proposes to maintain all current benefit plans/language, save and except as follows:

### **Life Insurance**

\$77,000

Continue unreduced until age 70 at which time the insurance will terminate.

### **AD&D**

\$77,000

Continue unreduced until age 70 at which time the insurance will terminate.

### **Survivor Benefits**

Coverage for 3 months

### **Audio**

Date of ratification  
\$600/4 years

## **LETTER # 1 - WORKPLACE HARASSMENT**

The Company and **Unifor** are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots. Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents: unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment, posting or circulation of offensive photos or visual materials, refusal to work or converse with an employee because of their racial background or gender, unwanted physical conduct such as touching, patting, pinching, etc. unwelcome invitations or requests, backlash or retaliation for the lodging of a complaint or participation in an investigation.

### **Harassment Is Not**

Harassment is in no way to be construed as properly discharging supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

### **Filing A Complaint**

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behaviour. Inform the individual that is doing the alleged harassing or the discrimi-

nating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details. However it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson

### **Investigation**

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on a form developed jointly by the Company and the Union. Properly completed copies of this form will be forwarded to the Human Resources Manager and the Plant Chairperson.

The Plant Chairperson and the Human Resources Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union Representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

Any time spent over regular working shifts will be paid at the applicable premium rates and overtime will be tracked accordingly.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

### **Resolution**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resources Manager and the Plant Chairperson who will attempt to resolve the matter within ten (10) days of receipt of the Report in a manner that is fair and consistent with the intent of the Company and National Unifor policy regarding discrimination and harassment in the workplace.

In the event the Human Resources Manager and Plant Chairperson are unable to reach a consensus on a resolution to the complaint,

the Employer will issue a decision on the matter. At the conclusion of this step, the complaint, if unresolved, may be considered as a grievance for the purposes of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure. In addition the parties agree to educate employees. The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

## **LETTER # 2 – COPIES TO THE UNION**

As requested during the 2008 Contract Negotiations the Company agrees to furnish the Plant Chairperson with the following information as noted in this letter and upon availability of the information.

### **i. Seniority List**

The Company will post an accurate up-to-date seniority list quarterly. A copy shall be provided to the Union. The first one is to be supplied within seven (7) days of ratification.

### **ii Manpower Lists per Department**

The Company will supply the Union with an updated Departmental Manpower List every 3 months.

### **iii WSIB /S&A/Accident Investigation Forms**

The Company will supply the Union with the following upon written authorization from the employee

- WSIB Form 7
- S & A Claim Forms
- Accident/Investigation Forms (completed)
- Employee Medical Evaluations
- Physical Demands Analysis
- Hearing Test Results/Tracking

Accident investigation forms will be provided to the Union members of the JHSC after the supervisor has filled in their portion.

#### **iv Employee Movement**

Upon request the company will supply the Union with:

- Transfer Forms
- New Hire Information
- Summer Student Information
- Transfer/Swap Requests
- Lay Off lists/Recall Lists
- Supplemental Lists
- Switch Shift Requests
- Personal Absence Allowance Requests
- Vacation Requests
- Approved Leave of Absence Requests
- Vacation Shutdown Schedule

#### **v Telephone And Address Listing**

The Company will supply the Union with the Telephone and Address Listing of bargaining unit employees quarterly.

#### **vi Weekly Overtime Sheets**

The Company agrees to submit to the Plant Chairperson the weekly overtime sheets that shows employee overtime hours/acceptance or denials etc. A copy will also be posted in each department for employee access, as well as a centrally located area. Updated sheets will be posted on Tuesday. The Employer also agrees to give the Union an electronic copy with Read Only Access updated weekly.

#### **vii Discipline Letters**

Copy of Discipline letters will be supplied to the Plant Chairperson as they are issued.

#### **viii Retirees**

The Company agrees to provide retirees and employees on LTD, with information pertaining to their pensions or claims, as well as updates on social events, or other information as deemed necessary.

### **ix Temporary Transfer Slips**

Three copies – 1 to Payroll, 1 to Union Chairperson, and one to employee.

### **x Job Postings**

- One copy to the Union by email.
- Job Descriptions, if applicable
- Shift change forms - One copy to the Union

### **Benefits Information**

The employer will supply the Union with:

- Plan details for weekly indemnity, LTD, Life Insurance, Health and Dental Benefits and Pension Plans
- Copies of hours report to CWIPP/SIN (monthly) and termination notices
- Physical Demands Analysis Reports, if available
- WSIB Injury Summary Reports

## **LETTER # 3 – EMERGENCY DAYS**

Bereavement days, Union business, jury duty, designated inclement weather shifts or days and all other approved leaves of absence will not be considered as Emergency days.

## **LETTER # 4 – CLOTHING POLICY**

All employees are expected to dress as per current posted Autoliv Dress Code.

Autoliv will pay to a maximum of \$50 for the first \$100 spent for Autoliv clothing.

Autoliv will provide aprons for use in the Coating department and smocks for use by Weaving Set-Up Techs.

**Upon ratification, the Company and the Union will proceed with developing a T-shirt with both the Autoliv and the Unifor logo on it.**

**Each employee will be canvassed for appropriate sizes. T-shirts must be cotton and must be 100% Canadian made. This will be completed within 90 days of ratification.**

### **LETTER #5 – UNION OFFICE**

Union office of an appropriate dimension will be located on the main floor of the plant.

### **LETTER # 6 – TIME CLOCKS & SWIPING OUT**

Based upon agreement that time clocks need to be in locations within the plant, the Employer agrees to relocate the time clock within each department.

The Employer will not deduct wages if an employee is less than four (4) minutes late. However, if the employee is late four (4) minutes or more he will be deducted wages for the amount of time late.

An employee is considered late when they swipe in four (4) minute past the beginning of their shift.

### **LETTER # 7 – VOLUNTEER FIRE FIGHTERS**

Tilbury, Comber and Merlin Volunteer Firefighters, and Rescue Divers will be permitted to leave or call into the plant at any time they are called or paged to perform fire-fighting or rescue/recovery work, and will be paid at the applicable rate and not charged E-days.

Volunteer Firefighters from other than Tilbury, Comber and Merlin will be permitted to leave or call into the plant at any time they are called or paged to perform firefighting or rescue/recovery work, and will not be paid for such time.

Privileged parking spaces will be made available.

## **LETTER #8 - PLANT CLOSURE**

Our objective at Autoliv Canada Inc., is to operate a successful, competitive business at our plant. We recognize, however that business conditions are constantly changing. In the interest of our relationship with **Unifor** and our employees, we believe it is useful to express our commitment in the event of a plant closure.

Autoliv Canada Inc., undertakes to provide the Union six (6) months advance notice of an intended plant closure. Following notice, the Employer would be prepared to meet with the Union for the purpose of negotiating a Plant Closure Agreement that would include a period of benefit continuance with the exception of S & A and LTD. Such discussions would occur immediately following the notice to the Union.

In the event that Autoliv Canada Inc. should close the Tilbury Plant, the Employer has agreed to enact the following provision. The Company will use our **Unifor** Skilled Trades in the decommissioning of the plant. Employees who are laid off as the result of a plant closure will be eligible for severance pay according to the schedule below.

Years of Service According to Seniority Date or the Years of Severance Eligibility:

<u>Service from the Date of Recall</u>	<u>(Weeks / Years of Service)</u>
Up to 5 years	1.5
5 years or more	3.0

## **LETTER #9 - WEEKLY INDEMNITY**

In the event a regular employee submits a properly completed Weekly Indemnity Benefit Claim for and the claim is delayed beyond two (2) weeks, the Employer will commence paying the benefit at the applicable rate, commencing with the 15th day beyond the submission date of the claim based on the following:

1. The form must be properly completed and signed by both the employee and the employee's physician. A confirmation will be supplied to the Union as well as copies of the form upon written authorization from the employee.



2. This letter shall remain in effect for the life of this collective agreement.
3. In the event the claim is approved by the insurance carrier, the Employer will be entitled to receive reimbursement of the amount advanced forthwith, in its entirety, directly from the carrier and the employee will sign the necessary documentation in this regard.
4. In the event the claim is eventually denied by the insurance carrier, the employee must agree to sign a waiver authorizing the Employer to withhold \$50.00 per week until all monies are refunded which were paid to the employee in error. As well, this waiver must provide that if the employment of the employee ends before this amount is fully repaid, the Employer is authorized to withhold the balance owing from any final payment issued to the employee in this regard. This waiver must be signed before the Employer commences any payments to the employee.

All Weekly Indemnity claim forms submitted must be submitted to the Employer, and the Employer shall be responsible for forwarding the completed forms to the carrier. **A fax confirmation will be provided to the Union.**

### **LETTER # 10 – WOMEN’S ADVOCATE**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community, such as counselors or women’s shelters, to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of the Women’s Advocate in the workplace. The Women’s Advocate will meet with female members as required, to discuss problems with them and refer them to the appropriate community agency when necessary. The Company will provide access to a private area so that confidentiality can be maintained when a female employee is meeting with the Women’s Advocate.

**This position will be appointed by the Plant Chairperson.**

If the Women's Advocate is called in for an emergency situation, she will be compensated her wage for the duration of the call-in at the applicable straight time rate.

The Women's Advocate will participate in an **initial** week training program **and an annual three (3) day refresher program**. All expenses will be covered by the Company including registration fees, travel, meals, lodging and lost time.

**Confidential Assistance:**

The parties recognize that female employees may sometimes need to privately and confidentially discuss matters such as violence or abuse at home or workplace harassment. The Company will post in the plant, the name of the employee trained to deal with these issues.

**LETTER # 11 – VIOLENCE AGAINST WOMEN**

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (ie. Doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic 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 of intent is subject to a standard of good faith on the part of the Employer, the Union, and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

The Company will give consideration to providing employees absent for bona fide reasons related to domestic violence which are not covered by sick leave or disability insurance with a leave of absence with permission and pay.

### **Moment of Silence**

The parties agree that a minute of silence will be observed, and the workers will stop working, each year in memory of women who have died due to acts of violence. This minute will be observed on December 6th at 11:00 a.m.

### **LETTER # 12 - LOCAL UNION TRAINING FUND**

The Employer agrees to pay two cent (\$0.02) per hour per employee for each hour worked during the term of this collective agreement, to Unifor Local 1941 for the education and representation of its membership by the Local Union. Such payments will be made quarterly by cheques and issued to the Financial Secretary of Local 1941, O.O. Box 518, Tilbury.

### **LETTER # 13 –CALL-INS**

Employees must notify the Company through the attendance service by the following process:

- a) the attendance call-in number is 1-877-785-7866
- b) employees must call the attendance number at least thirty (30) minutes in advance of their scheduled work hours should they be unable to report for work as scheduled (except in cases of emergency where proof may be required).
- c) employees will provide the following information to the call-in service:
  - i) Name
  - ii) Clock Number
  - iii) Reason for lateness or absence
  - iv) Phone number in the event a return call from the team leader is necessary.
- d) Employees will be given a confirmation number as a record of their call-in, this confirmation number may be required by the Company to verify a call-in.
- e) **All employees will be given a laminated card with applicable emergency contact information.**

## **LETTER # 14 – OFFSITE WORK**

If an employee is requested to perform work for the Company outside the town of Tilbury, the hours worked, travel time, and any other related expenses will be agreed upon prior to accepting the assignment, in writing, including premium pay, tracked overtime hours and accrued vacation & pension. Said copies will be given to the Plant Chairperson. Offers will be by seniority.

## **LETTER # 15 – MODIFIED DUTY/RETURN TO WORK COMMITTEE**

The parties will form a Committee consisting of three (3) Representatives from both the Union, and the Company for a total of 6 members. The Committee will meet on a regular basis to review the status of the modified duty program. As well as addressing employee placement concerns, the Committee will review accommodation issues, job modification opportunities and also help to identify areas for transitional work.

Injured employees placed into openings as opposed to bidding to a posting could be subject to further moves provided the said work is within their restrictions.

## **LETTER # 16 – EMPLOYEE FAMILY ASSISTANCE PROGRAM (EFAP)**

The Employer agrees to maintain the current Employee **Family Assistance Program (EFAP)** which provides professional assistance for a wide range of issues including:

- Personal and work-related issues
- Couple and marital relationships
- Childcare and parenting issues
- Eldercare concerns
- Depression and anxiety
- Alcohol and drug misuse
- Family matters
- Bereavement
- Legal Issues

- Financial concerns
- Career issues
- Crisis counselling / Trauma
- Other concerns.

**The Company and the Union share a deep concern about the above issues which exist in our society today Two (2) EFAP representatives, a bargaining unit employee appointed by the Chairperson, and a designate from the Company, will serve as a resource to those individuals looking for assistance. The EFAP representatives are not intended to replace professional counseling services. The EFAP representatives will participate in the Unifor One (1) day EFAP training. All expenses will be covered by the Company including registration, travel, meals, lodging and lost time.**

**The EFAP representatives will keep all matters brought to its attention in strict confidence.**

## **LETTER # 17 – COPIES OF COLLECTIVE AGREEMENT**

During these **2014** contract negotiations the Company agreed to provide each member of the bargaining unit one (1) copy of the Collective Agreement in booklet form. (3 ½ x 7) spiral bound union printed. The Company has also agreed to provide ten (10) copies to the National Union, ten (10) copies to the Local Union, and ten (10) extra copies to the In-plant Union Office. The Company will attempt to provide such copies within one month of signing the agreement. The company also, agrees to provide Pension and Benefit booklets to all seniority employees and retirees within six (6) months of ratification of this Agreement.

**New collective agreements will be dispersed by the Union Committee. Any/all inactive/laid-off members will receive a copy by mail within one (1) week of the receiving of the printed agreements.**

## **LETTER # 18 – PARKING LOT**

The Company agrees it will provide adequate lit parking facilities

within the limitations of its available land.

The Company agrees to provide adequate preferred parking to the following:

1. Volunteer firepersons
2. Pregnant women
3. Disabled persons

Parking in these areas must be authorized by having Company supplied permits visible at all times.

The Company agrees to designate a cemented parking area for motorcycles.

## **LETTER #19 - CHANGES TO TECHNICAL STANDARDS**

The Company proposes that in the event that existing standards, certifications, legislation or TSSA requirements change, a team consisting of both Union and Company will meet to assess the impact of said changes and develop an appropriate reaction plan.

## **LETTER # 20 – SHIFT CHANGES**

During these 2014 Contract Negotiations, the parties discussed a number of issues related to employee shift changes. As a result, the following process will be followed for employees switching shifts.

### **A – Temporary Shift Switches**

- Employees who wish to undertake shift switches will be responsible for all necessary arrangements in connection with such change. Employees will only be allowed to switch shifts within the same pay period.
- Employees must be performing the same job functions within the classification on different shifts. Employees may only switch with another employee on a like shift type (8-hr shift vs. continental shift). Employees switching shifts will assume each other's job/ position.

- Employees wishing to switch shifts will complete and sign a standard shift change form at least three (3) working days prior to the date of the switch. Exception will be made in the case of bona fide emergencies
- The completed form must be submitted to the employee's direct supervisor for written approval. No shift switches will take place until both employees have written approval from their direct supervisor. Once approved, the switched shift becomes the regularly scheduled shift for the affected employees.
- If for any reason employees cannot satisfactorily perform the required work, the shift switch will be cancelled.
- Employees wishing to switch shifts for greater than one (1) day will be responsible for offering the switch to senior employees first. If a senior employee is overlooked for any reason the shift switch will be corrected as soon as practical and the Company will not be responsible for premium pay resulting from the switch. **The requestor cannot be bumped.**
- The Company will not agree to any switched shifts if as the result a greater amount of compensation is paid to the employees than they would otherwise have been paid, as an aggregate.

## **B – Permanent Shift Switches**

- **Permanent vacancies are of a different nature. As the Company increases manpower in a classification permanently by the job posting procedure, availability will be communicated to the employees in the affected classification.**
- **A shift switch form marked 'permanent' must be submitted by the employee in the classification if they wish to switch shifts permanently, prior to the new employees posting in. If more than one (1) employee wishes to switch to the 'new availability', seniority will prevail.**

- **If the Company realigns manpower counts in a classification, a departmental canvass will be initiated, seniority will prevail.**

### **C – Shift Re-sort**

- **On December 1st of each year, the Company will canvass all classes for shift preferences. Results will be communicated to employees by December 15th. Employees will acknowledge new shifts by initialing. If any employees are out of the plant at the time of the canvassing, a phone call will be made with a Union Rep present.**
- **On January 1st all changes, if any, will be applied.**

## **LETTER #21 – INDUSTRIAL MILLWRIGHTS / ELECTRICIANS**

Job descriptions established during previous discussions prior to 2008 negotiations will be maintained. After ratification of this agreement, any new duties are to be discussed and determined through same established process. Meetings will include Skilled Trades Rep, one (1) Skilled Trades employee, and one (1) employee in the Set-up classification as required and management employees to be determined. This Committee may be expanded by mutual agreement

## **LETTER # 22 – SKILLED TRADES VENDORS**

During the course of the 2005 contract negotiations the Skilled Trades representation expressed concern with the possibility that non-certified industrial millwrights, and electricians were being used in the plant. To address this concern the Company is committed to have by contract ratification, Skilled Trades vendors that will have a minimum of one certified Skilled Trades person to lead any project requiring millwright or electrician work. There must be at least one certified Skilled Trades person supplied by the vendor when such trades work is being performed. Should the vendor require “other” non-certified assistance, it will be noted at such time. Should the Union require the above noted proof, it will be provided to the Union by the Company.



## **LETTER #23 – CANADIAN MADE**

During the 2008 negotiations, the parties discussed the importance of the crisis in the Canadian industries that is causing layoff and hardships in many communities across Canada. The employer will give consideration to purchasing Canadian made vehicles, products, equipment, tools and supplies when it is reasonably possible to do so.

## **LETTER # 24 – FLAG**

Autoliv Canada will provide and maintain a flagpole adjacent to the existing flagpoles which will fly the Union approved **Unifor** flag, purchased by **Unifor**.

## **LETTER # 25 – PREGNANT EMPLOYEES**

Pregnant women working in the Weaving Department who request a temporary transfer will be accommodated within three (3) working days.

Pregnant women working in Coating who request accommodation will not be assigned to the Gravure station for the duration of the pregnancy. The woman will be accommodated within three (3) working days of their request and PPE will be supplied upon request.

If a pregnant woman requests to be removed from the Coating Department rotation, they will be required to take reports regarding air quality to their physician for review. Medical documentation will be required to substantiate a transfer negating coating from their regular job rotation. They will be accommodated within three (3) working days upon receipt of appropriate documentation. The Company will pay for doctor's notes when required for accommodation.

Her position will be temporarily posted and upon her return from pregnancy leave, shall return to her previous classification and shift, if her seniority permits.

If a transition has occurred and the employee comes back to work without a shift assignment from their schedule previous to their

absence, they will get to choose a shift where their seniority permits in their previous classification.

A reasonable amount of time off without pay will be granted in the form of a signed leave to pregnant employees for the purpose of attending routine medical appointments. These leaves will not be considered part of the E-day legislation.

## **LETTER # 26 – OUTSOURCING**

### **RE: PREFERENTIAL HIRING**

In the event bargaining unit employees are laid off as a result of the Company moving all or part of its work currently being done, to another Autoliv location in the province of Ontario during the lifetime of this Collective Agreement, the Company has agreed to the following provisions.

The Company will accept applications from laid off Tilbury Plant employees at the new location, where work previously performed at the Tilbury plant is being done and such employees who make application after being laid off will be given preference to job openings. Preference will be given on the basis of seniority and will be given the option of transferring to the new location while maintaining their Tilbury Plant seniority for the purposes of vacation entitlement and years of service toward their pension only.

## **LETTER #27 – TS 16949 EVALUATIONS**

During the course of 2008 bargaining the employer and the union discussed the issue of TS 16949 evaluations for employees with regards to overtime work in classifications. It was agreed and understood that no bargaining unit employee would suffer undue hardship or be disqualified from overtime opportunities as a result of such evaluations. Once trained in a classification, no bargaining unit employee will be disqualified from overtime opportunities as a result of such evaluations.

Employees will be able to be tested in an open book format. No employee will be required to be tested more than once per calendar year, per classification. The union will be provided with the names of the persons tested in order to verify the foregoing. Employees will be provided with feedback on their test results.

## **LETTER #28 – STUDENT EMPLOYMENT**

On or before April 30th of each year, the Employer will decide on an appropriate number of students to employ, and on this basis will determine the maximum number of employees in each department who will be granted preferred vacation during the year. It is understood that students shall not be employed if regular employees in the bargaining unit are laid off. **Students will be utilized from May 15th to Sept 15th each year.**

Students will not acquire seniority while working as students, and further, will not be covered by the seniority provisions contained in the collective agreement. Such students will be required to pay Union dues pursuant to Article 6 of the collective agreement. The rate of pay for students shall be 75% of the classification rate.

The Plant Chairperson will be provided with a list of all summer students employed in the plant. When hiring summer students, preference will be given to family members of Autoliv employees. If the number of student applications from family members of Autoliv employees exceeds the number of students required, there will be a random draw conducted in the presence of a Union Representative.

**It is further agreed that the number of Student employees per shift will not exceed the number bargaining unit employees allowed/approved off per shift regardless of department, at any time except in cases of last minute absenteeism coverage.**

**A student shall be defined as an individual who is currently registered in a college or university. Students will be required to provide proof of enrollment in a recognized college or university program. Human Resources will retain a copy of the student's proof of enrollment for review.**

**The Student personnel will be utilized as follows:**

- a) **Student employees will not attain seniority nor be eligible for Company provided benefit programs including COLA.**
- b) **Student employees will be paid at a rate of 75% of the Classification rate in which they are working. Student employees will be paid shift premium consistent with Article 19.**

- c) **Student employees will be eligible for vacation pay and holiday pay in accordance with the Employment Standards Act.**
  
- d) **Student employees will be paid at a rate of one –and- a- half (1 1/2) times their regular rate for all hours worked in excess of 8 hours in a day. Sundays, and Holidays, and all hours worked in excess of forty (40) hours in a week for an eight (8) hour shift schedule. A Student working on continental shifts, shall be compensated by multiplying his straight time hourly rate by time and one-half (1 ½), when working an overtime shift which falls outside normally scheduled working hours.**

**NOTE: The “Student” excludes the Skilled Trades Department, Production Control, Lab and Prototype.**

### ***Training***

**Applicable orientation and Health and Safety training will be provided. Students will be trained a minimum of 15 days in the classification on the shop floor where the work is offered.**

## **LETTER #29– TRANSFER/SWAP PROGRAM**

During 2008 contract negotiations the employer and the union agreed to a procedure for those employees that have children together and work at ACA on opposite shifts.

It is intended to help if they are not able to find childcare arrangements to accommodate care of children during the period of time between each parent’s shift-end and shift-start.

Employees must first make arrangements through the Human Resource Department. Employees will complete an application provided by Human Resources. The information will be forwarded down to their respective departments.

### **Procedure/Process**

- Employee who is ending their shift is able to leave 5 minutes early to meet the other parent and take over care of children.

- Employee is to swipe out and time will not be paid (5 minutes).
- Children will remain in the vehicle and at no time will they be left unattended.
- The employee who is starting their shift shall report into work at scheduled start time.
- Copy of completed application will be forward to the Union.

### **LETTER #30 – UNION OFFICE CONTACT INFORMATION**

Union Office:            519-682-3426  
                                  519-682-1083 Ext. 25552

Union Office Fax:        519-682-1382

### **LETTER # 31 - LETTER OF ASSISTANCE**

During 2006 collective bargaining, the Employer and the Union discussed the issue of laid off employees who are members of **Unifor** Local 1941. Should Autoliv hire new employees, and if there are no Autoliv employees on layoff, Local 1941 members will be given preferential consideration for hiring.

### **LETTER #32 – CONTRACTING OUT**

During the 2008 negotiations the parties discussed contracting out and the importance of following procedure for such work. The developed procedure, including contractor notification, and contractor safety acknowledgement will be fully discussed and followed before commencement of such work.

### **LETTER #33 – NEW TECHNOLOGY**

Technology change is defined as changes in technology to the process, equipment or production methods that significantly alter

the necessary skill and knowledge required to perform such by our existing workforce.

In the event of the technological change, the Company will provide the Union with as much advance notice as possible and will meet with the Committee to discuss the anticipated impact on the workforce resulting from these changes.

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

Where the Company introduces technological change or automates its processes and such changes affect the content of jobs normally performed by Bargaining Unit employees, the Company will fill such jobs with bargaining unit employees.

The Committee will be involved in reviewing matters of concern on the introduction of new technology and the effects that technology may have on skilled trades and production bargaining unit members.

### **LETTER #34 – CROSS TRAINING IN THE TRADES**

**In 2014 bargaining, the Company and the Union had discussions regarding the cross training of the trades between departments in the plant. The current use of the trades does not allow for interdepartmental cross training due to the minimal number of trades per shift. The plan will be to develop modules to allow cross training within the plant. This will ensure each tradesperson is capable of performing the necessary work.**

### **LETTER #35 – OVERTIME BANKING**

**Effective August 4th, 2014, an employee shall be allowed to bank up to 48 hours of overtime per year, which may only be used for the following:**

- waiting for S & A
- Personal emergency days
- Lay off days, Shortage of work
- Excused unpaid bereavement

Application must be made and submitted to payroll at the time the overtime is worked and withdrawn.

If Sunday is your regularly scheduled shift, premium pay cannot be banked from this day.

Employees can withdraw banked overtime in increments of half shift or full shifts.

Unused balance will be paid annually once a year at a date determined by Management.

### **LETTER #36 – 2014 FLOAT HOLIDAY**

During the 2014 negotiation discussions occurred regarding reporting to work on January 1st at 6:30pm. Employees have expressed the desire for the first shift of the year to be on the day shift January 2nd. Floats will be allocated for 2016 and 2017, but the number of floats for 2015 is inadequate to cover this shift. For this year only “B” shift will be allowed to take their “in lieu” earned during the 2014 Christmas shutdown to cover their January 2nd, 2015 shift, or return to work.

### **LETTER #37 – PERSONAL COMPUTER PAYROLL ADVANCE**

The Employer will provide employees with a payroll advance of up to \$750 for the purchase of personal computer hardware and software. Employees will be required to sign a payroll deduction repayment authorization and will be required to provide the Employer with proof of purchase. The advance will be repaid at \$25.00 per week. Employees will only be entitled to one computer advance throughout the term of the collective agreement.

## **LETTER #38 – UTILIZATION OF THE 'LABOUR POOL'**

The company can supplement the workforce through an outside 'Labour Pool' when there are an insufficient number of current active employees. The Union and the Company agree that the Labour Pool will be utilized to allow employees time off (planned or unplanned) the job. The intent of this language is not to provide coverage for extended leaves greater than 30 days (STD, LTD and WSIB).

In order to ensure planned employee(s) time off requests can be approved 1 month in advance, confirmation of overtime coverage from employees in the classification must be confirmed at the same time. In the event that overtime cannot be confirmed by current employees labour pool employees will be used to grant requests that would otherwise be denied.

This 'Labour Pool' will be comprised of the following two groups of Workers: Group A and Group B. Group A's list will be utilized and exhausted before Group B's list can be utilized.

### **Group A**

Any laid off seniority employee as defined in article 12 will be given the opportunity to sign up for the 'Labour Pool'. Said employees are required to comply with the work schedule. Laid off employees who have agreed to be in the 'Labour Pool' will be canvassed in order of seniority by the Company to work. They will be paid at their respective applicable job rates and applicable overtime premiums as per the Collective Agreement for all hours worked for both shift types. They will pay Union dues as per the Unifor Constitution. Annually, the Company will credit them with the applicable credit service hours for pension on an hour for hour basis for the time worked.

They will receive COLA and shift premiums as applicable.

Vacation pay shall accrue as per Article 23.01 at the percentage outlined. Labour Pool Employees will be paid applicable vacation weekly.



## Holiday Pay Calculation

Provided the employee actually worked a day within thirty (30) days prior to such holiday, and worked the last scheduled shift prior to and the next scheduled shift after such holiday and would have been scheduled to work such day if it had not been observed as a holiday, holiday pay will be calculated per the ESA requirements and paid accordingly to the 'Labour Pool' employees.

## Group B

The second portion of the 'Labour Pool' will be the general labour pool workers. Letter # 31 will be recognized.

They will receive COLA and shift premium where applicable, and a rate of 80% of job classification. They will pay Union dues as per the Unifor Constitution. All applicants will have Grade 12 education. Proof may be required.

All labour pool hours are counted toward their probationary period as per article 12.01. In the event the Company desires to hire a regular fulltime employee, a Group B Labour Pool employee will be eligible for such position and selection will be based upon their labour seniority. After reaching their 480 probationary hours, the Union will have the right to grieve unjust termination for Labour Pool employees.

Vacation pay shall accrue as per Article 23.01 at the percentage outlined. Labour Pool Employees will be paid 4% vacation weekly.

They will receive straight time for all hours worked on a Saturday shift and the first eight (8) hours worked on a Sunday. Hours worked in excess of 8 hours on a Sunday, will be paid at double time.

If they exceed forty-four (44) hours in a week per the Employment Standards Act, premium pay for Saturday at time and one half and Sunday at double time will be applied.

Workers in the 'Labour Pool' will not be entitled to other benefits with the exception of those specifically listed in this Labour Pool agreement.

**The 'Labour Pool' excludes the Skilled Trades Department. Recalls will be handled as per past practice.**

**This language is not intended to circumvent Article 14.04 and 14.05 of the Collective Agreement regarding layoff and recall.**

**The intent of the Company is not to replace regular employees with 'Labour Pool' employees nor their entitlement to overtime opportunities in classifications, however, for last minute, single day call-ins, the Company will call for overtime in the affected class only. If no one accepts the overtime option, the Company will go directly to the Labour Pool.**

**If, during the utilization of this 'Labour Pool' program, problems arise that cannot be resolved internally, a meeting will be held with the Unifor National Representative, the Chairperson and the Plant Manager. If an appropriate resolution cannot be obtained, the Company or Unifor has the right to conclude this program within 30 days of the meeting. This notice will be in writing.**

**It is agreed upon by the parties that the Labour Pool Program will be utilized to allow bargaining unit employees time off and to provide summer vacation replacement coverage. It is further agreed that the minimum number of bargaining unit employees allowed off per shift will be greater than or equal to the number of Labour Pool employees per shift.**

**'Labour Pool' employees may be canvassed to work daily overtime on the day they are scheduled to work an eight (8) hour shift, provided they do not displace regular full time employees. They will be mandated to work before regular seniority employees.**

**'Labour Pool' workers shall not work Saturday, Sundays or paid holidays unless and until all full time regular employees have been exhausted and further workers are required.**

**Laid off employees who are canvassed to join the 'Labour Pool' and decline will suffer no loss of recall rights. If the termination pay and severance pay held in trust for these employees will not be affected. Activating the 'Labour Pool' is not considered a permanent recall.**

## **Training**

**‘Labour Pool’ employees will be trained a minimum of 15 days in the classification on the shop floor where the work is offered. A minimum of 10 trained Labour Pool employees will be maintained.**

**Applicable orientation and Health and Safety training will be provided.**

## **Attendance**

**The company reserves the right to amend the call-in list based on demonstrated availability or un-availability.**

**Once a labour pool employee has accepted the offer of work, this is considered a scheduled shift.**

**‘Labour Pool’ Group ‘A’ employees who miss more than (3) scheduled or ‘Labour Pool’ Group ‘B’ employees who miss more than (2) scheduled shifts without permission from the employer or valid documentation satisfactory to the employer will be removed from the program.**

## CALENDAR 2014

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## CALENDAR 2015

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## CALENDAR 2016

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## CALENDAR 2017

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

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## CALENDAR 2018

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

  

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

  

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

  

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

  

JUNE							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					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	29
24	25	26	27	28	29	30	30	31					

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