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## **AGREEMENT**

THIS AGREEMENT made as of the  
7th day of February 2018

BETWEEN:

**TENNECO CANADA  
CAMBRIDGE, ONTARIO FACILITY**  
Hereinafter referred to as "the Company"

OF THE FIRST PART

- and -

**UNITED STEELWORKERS, Local 2894**  
Hereinafter referred to as "the Union"

OF THE SECOND PART

FOR and in consideration of the mutual benefits likely to be obtained by way of a more harmonious relationship between the Company and the Union, and the greater productive efficiency resulting therefrom, the parties hereto covenant and agree with each other as follows:

NOW THEREFORE THIS AGREEMENT  
WITNESSETH:

## **Article 1**

### **Union Recognition and Union Responsibility**

**Section 1.01** The Company recognizes the Union as the sole and exclusive bargaining agent for negotiating working conditions, hours of work and wages on behalf of the Bargaining Unit defined as "all employees of the Company excluding supervisors, guards, persons above the rank of supervisors, engineers, robotic technicians and office staff" (which personnel comprised in the said Bargaining Unit are hereinafter referred to as "employees" where referred to as a group or as "employee" as the case may be when an individual in such group is referred to, and reference herein to "employees" and "employee" shall be construed to refer only to such personnel).

**Section 1.02** The Union shall not call or authorize an unlawful strike and no officer, official or agent of a trade union or council of trade unions shall, procure, support or encourage an unlawful strike or threaten an unlawful strike.

The Company will not call or authorize an unlawful lock-out and no officer or agent of an employer or employer's organization will counsel, procure, support or encourage an unlawful strike or threaten an unlawful lock-out.

**Section 1.03** The Union's outside representative has the right to attend at the workplace with the permission from the Plant Manager or Human Resources Manager. This request will not be unreasonably denied.

#### **Section 1.04**

- a)** The Union President, who shall be an employee of the Company, will be an ex-officio member of all committees and will be able to attend all committee meetings that are held with the Company.
- b)** The Union Negotiating Committee, who shall be employees of the Company, will consist of the Union President and four (4) other members.
- c)** The Union Safety and Health Committee will consist of the Union President and five (5) other members with one (1) alternate member who shall all be employees of the Company.

## **ARTICLE 2**

### **Management Rights and Responsibilities**

**Section 2.01** The management and operation of the Company's plant, the efficiency, direction, supervision and control of all operations and all working forces including the right to discipline, hire, suspend and discharge employees for just cause and to make and enforce reasonable rules to promote safety, efficiency, order, discipline and protection of the Company's materials, tools and machinery and to promote or demote employees or to transfer employees temporarily or permanently to new duties or to decide as to the relative skill, ability and efficiency of employees in the performance of their duties, or to relieve employees from duty because of lack of work or for other legitimate reasons, or to schedule its operations or to extend, limit, curtail or reschedule its operations when in its sole discretion it may deem it advisable to do so shall remain vested solely in the Company, subject to the provisions of Article 9 hereof and to the right of an employee to lodge a grievance under the provisions of Article 10 in the manner and to the extent therein provided.

**Section 2.02** The Company agrees that the exercise of its functions under Section 2.01 will not be inconsistent with any of the terms of this Agreement.

### **Section 2.03 Discrimination or Harassment**

There shall be no harassment or discrimination of any kind including intimidation, coercion, bullying or threatening by any personnel of Tenneco towards any other personnel of Tenneco, vendor or contractor. The Company agrees to abide by the provisions of the

Ontario Human Rights Code and the Labour Relations Act and is committed to providing a workplace free of discrimination and harassment of any kind. Any Tenneco personnel who is found to have violated these provisions will be subject to severe disciplinary measures up to and including termination.

Any claim of alleged harassment or discrimination will result in an investigation by the company and the union within 24 hours of being notified of the situation.

A grievance regarding this matter, including the subject of the grievance shall be subject to the grievance procedure. Such grievances shall be introduced at Step 3 of the Grievance Procedure.

### **ARTICLE 3**

#### **Union Security**

**Section 3.01** It is agreed that all employees shall become members and remain members of the union as a condition of employment. The Union shall be fully responsible, and the Company shall not be liable, in the event that a person is denied employment or continuing employment because they were denied membership in the Union or has their membership suspended or revoked.

**Section 3.02 The Employer (Company) shall deduct Union dues including, where applicable, initiation fees and assessments on a monthly basis from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.**

All dues, initiation fees and assessments shall be remitted to the Union forthwith and, in any event, no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1, in such form as shall be directed by the Union to the Employer, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to Area Office of The United Steelworkers, as designated by the USW Area Coordinator.

The remittance and Form R-115 shall be accompanied by a statement containing the following information.

(a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.

(b) A list of the names of all employees from whom no deductions were made and the reason for not deducting dues.

(c) This information shall be sent to both Union addresses identified in such form as directed by the Union to the Employer.

The Union shall indemnify and save the Employer harmless against all claims or other forms of



**liability that may arise out of any action taken by the Employer in compliance with this Article.**

**The Employer, when preparing T-4 Slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.**

**Section 3.03** Upon the execution of the Agreement the Local shall supply the Company with the direction to deduct the dues in the manner provided, which direction shall be signed by the President and the Financial Secretary of the Local and shall set forth the amount to be deducted for each employee.

## **ARTICLE 4**

### **Hours of Work and Overtime**

#### **Section 4.01 (January 1<sup>st</sup> to December 31<sup>st</sup> inclusive)**

Normal hours for departments on a **3 shift rotation**:

1 <sup>st</sup> shift – day shift	6:00 a.m. – 10:00 a.m. 10:20 a.m. – 2:00 p.m.
2 <sup>nd</sup> shift – afternoon shift	2:00 p.m. – 6:00 p.m. 6:20 p.m. – 10:00 p.m.
3 <sup>rd</sup> shift – midnight shift	10:00 p.m. – 2:00 a.m. 2:20 a.m. – 6:00 a.m.

**Shift rotation** will be as follows:

- 2 weeks 3<sup>rd</sup> shift (midnight shift)
- 2 weeks 2<sup>nd</sup> shift (afternoon shift)
- 2 weeks 1<sup>st</sup> shift (day shift)

Normal hours for departments on a **2 shift rotation**:

1 <sup>st</sup> shift (day shift)	6:00 a.m. – 10:00 a.m.
	10:20 a.m. – 2:00 p.m.

2 <sup>nd</sup> shift (afternoon shift)	2:00 p.m. – 6:00 p.m.
	6:20 p.m. – 10:00 p.m.

**Shift Rotation** will be as follows:

2 weeks 1<sup>st</sup> shift (day shift)

2 weeks 2<sup>nd</sup> shift (afternoon shift)

In addition, all weekend overtime shifts will include paid lunches.

If agreed upon, current break times in the CBA will change as well.

**Section 4.02** A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a first (or day) shift.

**Section 4.03** A shift starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift.

**Section 4.04** A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a third (or night) shift.

**Section 4.05 Shift Premium:**

- a) All second shift workers will receive a bonus of \$0.65 per hour. All third shift workers will receive a bonus of \$0.70 per hour. Off shifts to which each bonus will apply are complete afternoon and night shifts.

- b) Sections 4.02 to 4.05 inclusive are for the purposes of calculating shift premium only, per Section 4.05(a) above.

**Section 4.06** A shift will be considered worked on the day it began; however, a regular 3<sup>rd</sup> shift that begins at its regular time on a Sunday night is considered to be a Monday shift and is not subject to double time as described in Section 4.08 below. There will be an equivalent result for any regular 3<sup>rd</sup> shift that begins at its regular time on the night of a paid holiday.

**Section 4.07 Shift Change:**

- c) Any employee requesting a shift change with another employee in the same classification and same department will have their shift change granted providing the employee requesting the shift change is able to perform the same duties as the employee that they are changing with. The request should be made at least 16 hours in advance of the start of the shift.
- d) If an employee's weekly shift schedule is changed by the Company, then the Company will advise the employee on **Thursday** of the week prior to the shift scheduled change - **by 12:00 noon.**
- e) In situations where a shift assignment needs to be changed after time noted in (b) above, the employees will be given the option of the alternate shift assignment or remain on the originally assigned shift **rotation.**

- f) **The parties involved in the shift change will indicate on the shift change form, whether they are available for the weekend overtime on their regular shift.**

## **Section 4.08**

- (a) The standard working week shall consist of forty (40) hours, eight (8) hours daily Monday to Friday inclusive. All employees working as such, shall be paid overtime for all hours worked over eight (8) hours per day on Monday to Friday inclusive or any hours worked on Saturdays at the overtime rate of one and one-half times the hourly rate.
- (b) All employees shall be paid double time for hours worked on Sunday or holidays as recognized in this agreement.

## **Section 4.09 Overtime Lists**

Overtime shall be voluntary and subject to the following conditions:

### **(a) Overtime Distribution**

The following procedure will be uniformly followed throughout the plant:

- (i) Employee(s) who prove errors in overtime distribution will be entitled to pay at the applicable overtime rate for any lost opportunity.
- (ii) An overtime list will be established for each classification within a department of all employees by shift. When overtime becomes necessary, it will first be offered by seniority in rotation to those employees in the classification that performs the work

- required, on the shift where the work is required (first time through by seniority) in rotation by hours equalization.
- (iii) The Company will notify the employees of the need for weekend overtime work prior to the lunch period of each shift on Thursday of that week (including the midnight shift deemed by Section 4.04 to start on Wednesday). Employees who refuse a weekend overtime opportunity will be deemed to have worked for tracking purposes, if notified by Thursday shift lunch break.
  - (iv) Employees who refuse a weekday overtime opportunity will be deemed to have worked for tracking purposes, if notified by shift lunch break.
  - (v) A shop steward or alternate must be present when overtime telephone calls are made by supervisors.
  - (vi) Every employee will carry their total overtime hours to whatever job, shift, or department assigned and such overtime hours will be used to determine their rotation and opportunity, except for:
    - 1. new hires: In this case, their overtime will be calculated to equal the highest number of overtime hours within the classification in the department.
    - 2. when an employee posts into a permanent job through the job posting procedure. In this case,

their overtime will be calculated to equal the average overtime hours within the classification in the department, excluding hours of those on Temporary Transfer; and

3. When an employee returns to work from lay-off. In this case, their overtime hours will be calculated to equal the average number of overtime hours within the class or group in the plant.

**(b) Shift Rotation**

Employees who change shifts outside of their regular rotation voluntarily or at the Company's request will be deemed to have forfeited their entitlement to overtime only for the period of time they are out of rotation, except as follows:

- (i) **Daily overtime:** such an employee will only be asked to work overtime after employees who are not out of rotation on that shift are asked first.
- (ii) **Weekend overtime:** such an employee will be asked only if their regular shift is scheduled to work, and it is their turn to be asked to work.

**(c) Employees Absent from Work**

Employees absent from work for any reason will be charged with all overtime hours that they could have worked had they been at work at the time of the overtime opportunity,

and the subsequent employee in rotation did work the overtime assignment.

Employees absent from work on Company or Union business will be required to contact the Company about any overtime opportunities.

If no contact is made, the overtime entitlement missed will be calculated against the employee affected.

**(d) Overtime Distribution Outside the List**

If the Company is unable to get sufficient volunteers for an overtime opportunity from the relevant overtime list, then the Company shall offer the overtime to employees from other shifts who normally perform the work, in the order of shifts 1, 2 and 3.

**(e) Second Opportunity**

If there is overtime to be worked on Saturday, Sunday or Paid Holidays on two or more shifts in a classification within a department, then all the overtime that is available will be offered at or about the same time to the employee in a classification within a department on the shift in which the overtime is to be worked. In particular, day shift overtime will be offered to day shift employees and afternoon shift overtime will be offered to afternoon shift employees. Overtime that is not filled on either or any shift will next be offered to the employees in a classification within the department on another shift who have not yet been offered any overtime. Overtime will next be offered to the employees in a classification within a

department on another shift who were offered overtime on their home shift, but refused.

For tracking purposes under this Section 4.09(e) only one refusal will be tracked even if the employee who refuses subsequently accepts another offer or has another refusal.

If the Company still needs further volunteers, then the Company will offer the overtime to any other qualified employees, first in the department and then in the plant. Overtime opportunities outside the department will be offered first by hours to employees on dayshift, then to afternoon shift employees by hours and then to those on midnight shift by hours. An employee who works overtime in accordance with this provision shall have their overtime tracked. An employee who refuses an overtime assignment outside their department will not be charged for the overtime hours refused.

When employees are canvassed for and are working a defined period of overtime (such as eight (8) hours for a Saturday or Sunday), and the Company finds that it needs an additional amount of overtime after the eight (8) hours has been worked, they shall canvas by class, by shift, and then by hours of the employees that are already in the department.



**(f) Temporary Transfers**

Employees, who are temporarily transferred sometime during the first regular shift of the week and remain there until the last regular shift of the week, will be eligible for the weekend or holiday overtime in the department that they have been temporary transferred to.

Employees, who are temporarily transferred for less than the period of time noted above, will be eligible for overtime in the department they were transferred from.

**(g) Union Cooperation**

If the Company experiences difficulty in obtaining sufficient volunteers in accordance with this section 4.09, the Union will attempt to resolve the problem.

**(h) Overtime Records**

The supervisor or Lead Hand will canvass all overtime distribution for their department, and will post an updated overtime list per department for viewing on the boards provided by the Company in each department on a daily basis. If an employee elects or refuses an overtime assignment, they will initial a sheet provided by the supervisor.

All Saturday and Sunday overtime will be posted prior to the employee's last regular shift scheduled to be worked in the week,

with the date and time of posting recorded on the schedule; a copy of the posted schedule will be given to the Steward. The onus will be on the employee to promptly advise the Company of any errors or omissions, in advance of the overtime work in question. In the event there are no timely complaints about the schedules, then the schedules will be deemed to be correct.

After exhaustion of eight (8) hour requests for overtime allow for the opportunity for employees to work six (6) hours before going outside the department.

All weekday overtime will be posted in a timely fashion prior to shift end.

Overtime hours will be recorded as straight time hours paid. For example, eight (8) hours of overtime worked at time-and-one-half will be recorded as twelve (12) hours; eight (8) hours of overtime worked at double time will be recorded as sixteen (16) hours. The Company will equalize overtime hours as equally as possible.

For the purposes of overtime calculations, the Company and the Union agree that all overtime hours will be brought back to zero upon ratification and on January 1<sup>st</sup> of each year after.

**Once the employee accepts a weekend overtime work assignment, any cancelation prior to the shift will be treated as an absence, unless the**

**employee has advised their Supervisor before end of their shift on Thursday.**

**\* Employee who have left the premises may call in to the guard to cancel the overtime shift and get a call in number**

**(Call in number is 519-621-4715)**

**(i) Bank Time**

Each employee will be allowed to bank up to a total of 80 hours overtime in each calendar year.

Banked time can be earned on all overtime hours worked after eight (8) hours per day from Monday to Friday and all hours worked on a Saturday, Sunday and/or statutory holiday. If overtime is banked it will be banked as regular hours.

Examples:

Tuesday – employee worked ten (10) hours. The employee will be paid eight (8) hours as per the regular shift requirement and bank the other two at time and a half, resulting in three (3) hours regular time banked.

Sunday (excluding third shift starting on Sunday) – employee worked eight (8) hours double time. The employee can choose to bank up to sixteen (16) hours regular time. Whatever is not banked will be paid through payroll as regular hours. For example, bank eight (8) hours and pay eight (8) hours for a total of sixteen (16) regular hours.

If an employee wishes to bank the overtime worked, they must inform their supervisor and sign off on a "banked overtime authorization" sheet as provided by the company prior to working the overtime for that day/shift. The supervisor will submit the authorization sheet to payroll by 8am the next morning. Once this authorization sheet has been submitted to payroll there will be no changes accepted.

Requests to use banked hours for time off can be made in eight (8) hour increments up to forty (40) hour blocks. All requests must be submitted in writing to the Production Supervisors and/or the Operations Manager within five (5) days of the start date for the time off. The approved request must be received by payroll no later than noon on the Wednesday of the week prior to the start date of the time off. No forty (40) hour blocks will be approved for the months of July and August. Vacation request will take precedence over banked time off requests.

The Company and the Union agree that employees shall notify Human Resources by noon Wednesday prior to requesting Bank Time off for the following week.

If an employee has not scheduled their bank time by November 30th of each calendar year, the money in the bank will be paid out on the first pay in December.

An employee may choose to carry over their earned Bank Time into the following calendar year with the following restrictions:

1. They must book the time off request prior to November 30 of the current year; and
2. The time can only be carried over until June 30th the following year; and
3. The employee can't bank additional time until the carry over hours have been used.

Any employee can also request to have their banked money paid out at any time, but will forfeit the equivalent time off. Requests for payouts must be in **a minimum of 8** hour blocks.

Employees who had been on indefinite layoff, and who may have had their bank time monies paid out, will be allowed to re-bank hours equivalent to those which had been paid out. Up to yearly 80 hours total.

## **Section 4.10 PAID HOLIDAYS**

The following days shall be recognized as holidays, namely:

New Year's Day, Family Day (3<sup>rd</sup> Monday in February), Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, November 11, Christmas Day, Boxing Day, and two additional "floating" holidays which will be taken during the Christmas week.

If a bank day is requested during the Christmas shutdown or layoff it shall be granted.

Also, any day declared by statute or order-in-council of the Government of Canada to be observed as one of the holidays listed above because such holiday falls on Saturday or Sunday.

## **Section 4.11 HOLIDAY PAY QUALIFICATION**

### **(a) Excused Absences**

The Company shall pay for the holidays listed in Section 4.10 to each employee who has been employed by the company for a full thirty (30) day period, an amount equal to such employee's hourly rate of pay (including any lead hand rate or shift premium) multiplied by the number of regular working hours in their work day, provided, however, that in order to be eligible for such holiday pay an employee must have worked the full last scheduled work day preceding the holiday and the next scheduled work day following the holiday unless:

- (i.) absent because of a death in the immediate family;
- (ii.) absent with the written permission of the Company. In emergency situations, oral permission may be given. Such oral permission shall be obtained from the Human Resources Department by first shift employees and by all other employees, if the emergency arises during the hours the Human Resources office is open. If a second or third shift employee must seek such permission outside of the hours of the Human Resources office, it shall be obtained from the employee's supervisor, or in the absence of their supervisor, from a member of management. In each case it shall be the

employee's obligation to obtain from the person who gave the oral permission a written confirmation of it (which confirmation shall be given).

- (iii.) absence due to injury or bona fide illness, if the employee has worked any of the five (5) work days preceding the holiday or any of the five (5) work days succeeding the holidays.
- (iv.) absence because of layoff if the employee has worked any of the five (5) work days preceding or any of the five (5) work days succeeding the holiday; for the purposes of the Christmas Holidays (Christmas Day, Boxing Day, the two (2) Floating Holidays and New Year's Day) only "five (5) work days preceding" will be read as "one full shift in the month of December preceding".
- (v.) absence because of layoff prior to December 1<sup>st</sup> for the purpose of the two "Floating Holidays" observed during the Christmas week, employees must have a minimum of 1,000 hours in the calendar year to qualify for one of the floating holidays or 1,500 hours in the calendar year to qualify for both of the floating holidays. "Hours" will include all hours worked – vacation time and plant holidays.

### **(b) Holidays during Vacation**

In the event that one or more of the holidays recognized herein occurs during the employee's vacation, they shall be paid for such holiday in addition to their vacation pay.

### **(c) Tardiness**

Tardiness on the workday before or after a holiday shall be considered as "tardiness" up to one hour after the employee's scheduled starting time. Tardiness in excess of one hour shall be governed by the "absence" rules set forth above in this section. Tardiness shall be treated as follows:

- (i.) On the day before or the day following the holiday tardiness (up to one hour) for any reason shall not disqualify an employee from holiday pay.

### **(d) Maximum Penalty**

"For the purpose of the Christmas Holidays" (*Christmas Day, Boxing Day, the two (2) Floating Holidays and New Years Day*) if an employee is absent the day before or after the scheduled holidays, and they are eligible under Article 4.11 ) the maximum penalty to be imposed shall be the loss of one of the paid days.

## **Section 4.12 LATE STARTS / EARLY QUILTS**

Late starting and early quitting will be dealt with as follows (without affecting the Company's rights to discipline):

For the purpose of starting and quitting work, time will be considered only in periods of 1/10 of an hour, and if an employee starts working after the starting time to occasion a broken period of less than six (6) minutes, they will be penalized for the full period of the 1/10 of an hour concerned.



### **Section 4.13 BREAK PERIODS**

On the three shift rotation, there shall be two (2) ten (10) minute rest periods, one (1) in the forenoon and one (1) in the afternoon. Rest periods shall be scheduled as follows:

1 <sup>st</sup> shift (day shift)	8:00 a.m. – 8:10 a.m. 12:00 p.m. – 12:10 p.m.
2 <sup>nd</sup> shift (afternoon shift)	4:00 p.m. – 4:10 p.m. 8:00 p.m. – 8:10 p.m.
3 <sup>rd</sup> shift (midnight shift)	12:00 a.m. – 12:10 a.m. 4:00 a.m. – 4:10 a.m.

On the two shift rotation, there shall be two (2) ten (10) minute rest periods, one (1) in the forenoon and one (1) in the afternoon. Rest periods shall be scheduled as follows:

1 <sup>st</sup> shift (day shift)	8:00 a.m. – 8:10 a.m. 12:00 noon – 12:10 p.m.
2 <sup>nd</sup> shift (afternoon shift)	4:00 p.m. – 4:10 p.m. 8:00 p.m. – 8:10 p.m.

- (a) Each employee shall be allowed a five (5) minute wash-up period immediately preceding the fixed quitting hours at noon and evening as posted from time to time in the work schedules. The rest periods and wash-up periods shall apply to all off-shifts.
- (b) When employees are required to start a shift early or stay late they shall be entitled to an additional paid break. The break for employees starting early will be just prior to the start of their regular shift and at the end of their regular shift for employees working late. Plus one (1) additional break on a twelve (12) hour shift to be taken after two (2) hours of overtime.

## **ARTICLE 5**

### **Performance of Work**

**Section 5.01** Those employees excluded from the Bargaining Unit shall act in a supervisory capacity only and they shall not perform any work or operation performed by regular employees at any time whatsoever except in cases of emergency or for the purpose of instructing employees only.

## **ARTICLE 6**

### **Leaves of Absence**

#### **Section 6.01 EMPLOYEE LEAVES**

##### **Personal Leave**

The Company will grant a "leave of absence" without pay, to any employee for a legitimate reason, any such leave will not be unreasonably withheld. To be valid, every application must be submitted in writing and approved in writing by the Operations Manager or the Human Resources Manager, or their designates. The Company's approval will be given within five (5) working days. An employee on a valid "leave of absence" shall not be considered to have been laid-off and their seniority shall continue to accumulate during their absence. The Company will not unreasonably deny a written request for an extension to a leave of absence.

#### **Section 6.02 UNION LEAVES**

The Company recognizes the need for United Steelworkers conventions, meetings, and the education of its representatives for the orderly administration of

the Union. Accordingly, the following United Steelworker functions shall be deemed proper reasons for the application for leave of absence, which must be applied for and approved in writing as provided in Section 6.01 above: International U.S.W. convention, Canadian and Local U.S.W. conventions and conferences, and U.S.W., and/or O.F.L., and/or C.L.C. Conventions. Provided the Union gives a 30 day advance notice (where possible), the Company will permit a reasonable number of employees to attend union schools and seminars recommended by committee. Such activities will be limited to four (4) times per year.

The company will grant an employee a leave of absence without pay for up to one (1) year to work in an official capacity for the international union limited to one employee at any one time. The company agrees to maintain such employee's benefits provided costs are reimbursed.

### **Section 6.03 BEREAVEMENT**

When a death occurs in the immediate family of an employee, that employee will be granted (for the purpose of arranging or attending the funeral) five (5) days leave of absence with pay, based on their regular hourly rate. The immediate family shall include only Spouse, Mother, Father, Son, Daughter, Sister, Brother and Grandchildren.

When a death occurs in the immediate family of an employee, that employee will be granted (for the purpose of arranging or attending the funeral) three (3) days leave of absence with pay, based on their regular hourly rate. The immediate family for the purpose of the three (3) day bereavement shall include only Great

Grandparents, Grandparents (including spouse's grandparents), Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Daughter in Law, Son In Law, Step Mother, Step Father, Step Sister, Step Brother, Step Children and Step Grandchildren. In the event of the death of a family member as covered by the collective agreement, an employee who is on vacation, bank time, floaters, or statutory holiday will have this bereavement leave added to the end of the vacation leave.

## **ARTICLE 7**

### **Vacation With Pay**

**Section 7.01** An employee shall be entitled to a vacation with pay based upon their continuous employment with the Company as of July 1 in each year, in accordance with the following table:

### **Effective February 7, 1991**

<b>Continuous Employment As of July 1</b>	<b>Amount of Vacation Time</b>	<b>Amount of Vacation Pay</b>
Less than 1 year	One Week	4%
1 Year but less than 5 Years	Two Weeks	4%
5 Years but less than 10 Years	Three Weeks	6%
10 Years but less than 20 Years	Four Weeks	8%
20 Years or more	Five Weeks	10%

**Section 7.02** The vacation pay percentage shall be applied to the employees earnings for each of the following twelve (12) month periods:

<b><u>2018 Vacation</u></b>	<b><u>July 2, 2017 – June 30, 2018</u></b>
<b><u>2019 Vacation</u></b>	<b><u>July 1, 2018 – June 29, 2019</u></b>
<b><u>2020 Vacation</u></b>	<b><u>June 30, 2019 – June 27, 2020</u></b>
<b><u>2021 Vacation</u></b>	<b><u>June 28, 2020 – July 3, 2021</u></b>

### **Section 7.03 VACATION SHUTDOWN**

- (a) The Company, unless emergency production circumstances prevent it, shall schedule a shutdown vacation. It shall be for a minimum of one week's vacation; two weeks, if customer commitments can reasonably accommodate it. Notice of a shutdown vacation shall be given to employees at least ninety (90) days in advance of the time or times the shutdown is to take place. The Company may elect to schedule such shutdown vacation by shifts; that is, one shift go

off on vacation while the other shift works and vice versa; and may thus schedule second shift employees at first shift hours to accommodate such scheduling. Such a shutdown will be scheduled within the months of July and August; and in such event, individual vacations which may have been previously scheduled shall be changed, to the extent necessary, to conform to the vacation shutdown time or times. Exceptions to the shutdown may be made due to operational requirements. Any employee affected by any exception shall be subject to subsections (b) and (c) below.

- (b) In the event of a shutdown vacation, that portion of an employee's vacation in excess of the shutdown shall be scheduled and taken in accordance with subsection (c), below; if there is no vacation shutdown, vacations shall be scheduled and taken in accordance with subsection (c) below.
- (c) Where individual vacations are to be scheduled each employee will be required to designate their first, second, and third choices for their vacation period. The Company, in scheduling vacations, will attempt to schedule an employee in accordance with their choices (with preference in cases of conflict accorded to more senior employees), taking into consideration the operational requirements of the plant.
- (d) Vacation requests for time off must be submitted by March 30<sup>th</sup>. Employees will be notified of vacation approvals by April 30<sup>th</sup> of each year.

## **Section 7.04 VACATION PAY IN LIEU**

Employees must take a minimum of two (2) weeks vacation as time off during each vacation year.

## **ARTICLE 8**

### **Minimum Call Pay**

**Section 8.01** Any employee who reports for work as usual (unless advised on behalf of the Company not to report for work) and is sent home because no work is available shall be paid the equivalent of four (4) hours work at such employee's hourly rate provided that such employee is not prevented from working for reasons beyond the control of the Company. If any employee is called in for work, after regular hours they shall be paid a minimum of four (4) hours pay.

## **ARTICLE 9**

### **Seniority**

**Section 9.01** Seniority is determined on a plant wide basis. Seniority lists will be prepared and kept up to date for each department. In the practical application of seniority rights for the purpose of lay off, or any temporary separation from the payroll or transfers in lieu of lay off or recall, the Company will give preference to seniority plant wide subject to the following:

- (a) Employees in the following classifications and departments must have previously performed the job available or must have the skill, ability and aptitude to perform the job available in a satisfactory manner: Press Operator, Skilled

Trades, Manual Welders, Inspector Layout, Die Setters, Tube Mill Operators and Sample Development.

- (b) All other employees must be able to perform the job available within a reasonable familiarization period.

The President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Chief Steward of the Local Union; the Grievance Committee and other members of the Executive Committee of the Local Union to a total of nine (9), shall have top seniority plant-wide and departmental, **as well as having the right to apply Section 9.08 rules of Layoffs and Recall.**

Shop Stewards shall have top seniority within their department (so long as they remain in their respective departments, and their plant-wide seniority is sufficient to retain them in the plant in case of layoff.) When Shop Stewards are recalled from temporary or indefinite layoff, they will be recalled to their respective home departments (when these departments are operating) each while holding their respective offices in the Local Union. Such seniority rights shall be exercised in accordance with the requirements of this section as outlined in (a) and (b) as above. A list of their names shall be given to the Human Resources Manager forthwith after the date of this Agreement and if any of the foregoing ceases to be an appointee in the Union or there are any new appointees the change shall be notified to the Human Resources Manager within one week of such change. An employee transferred from one department to another shall carry with him their accumulated seniority and continue to



accumulate seniority in the department to which they are transferred.

In any reduction in force within a department, the employee(s) within the department with the least plant-wide seniority may be laid off from the plant for the remainder of their shift, before the foregoing provisions of this section shall apply; providing, this sentence shall not apply to cause the layoff of the same employee(s) for a loss of more than twenty-four (24) hours pay in any twelve (12) month period.

A plantwide seniority list will be posted in the employee entrance on a quarterly basis.

## **Section 9.02 PROBATIONARY PERIOD**

- (a) An employee shall be on probation during their first ninety (90) calendar days of employment. During this period they shall not acquire seniority. The employee may be laid off or terminated by the Company without a grievance, provided that such lay off or termination is not arbitrary, discriminatory, and unreasonable or made in bad faith. After successfully completing their probationary period they shall acquire seniority counting from their date of hire.
- (b) If, during their probationary period, an employee is laid off, discharged, or is off from work due to illness and is recalled, rehired, or returned to work within seventy (70) calendar days of the last day they worked prior to their layoff, termination, or illness, the period of their employment prior to their being recalled, rehired or returned to work

from illness, shall count toward their ninety (90) calendar days probationary period.

**Section 9.03** An employee who has been discharged for just cause and who subsequently establishes that they should not have been so discharged and is accordingly reinstated shall be reinstated with their former seniority standing.

#### **Section 9.04 LOSS OF SENIORITY**

An employee shall lose seniority status:

- (a) If they quits their employment voluntarily or is discharged for just cause;
- (b) If they fail to report for work after a layoff within six (6) working days after recall unless they furnishes to the Human Resources Manager an adequate reason for the failure to return to work within that time. The Company will notify such employee of their recall by notice sent by registered mail addressed to them at their last address as shown on the Company records in which event they will be deemed to have been recalled for the purposes of this Agreement the day following the mailing of the notice;
- (c) If they are absent for three (3) consecutive working days without notifying the Company and providing an adequate and reasonable excuse for their absence;
- (d) On the expiration of the forty-eight (48) months following a layoff during which period the employee has not been recalled.

## **Section 9.05 Job Posting**

- (a) All vacancies (with the exception of skilled trades) in excess of four (4) pay periods will be posted throughout the plant for five (5) working days on boards provided for such purpose. Employees desiring the posted job will make written application to the Human Resources Department on the forms provided by the Company. The Union will receive the names of the applicants and subsequently the name of the successful applicant who applied for the job. The name of the successful applicant will be posted within seven (7) calendar days from the date the job was removed from the job posting board.
- (b) The selection of Job Posting applicants will be conducted on the basis of seniority where it can be reasonably expected that the employee will be able to perform the normal requirements of the job within a reasonable period of time. The following selection procedure will apply to all classifications and departments covered under section 9.01(b):
  - (i) The successful applicant will be paid the rate of the new job if greater than the applicant's current job within fourteen (14) calendar days from the date the job was removed from the Job Posting Board or the date the employee was assigned to the position whichever is earlier.
  - (ii) The successful applicant will be moved into the posted position within twenty-one (21) calendar days from the date the job was removed from the Job Posting Board. In the application of Section 9.05(c) and (d), the

above procedure will be repeated for each department.

For classifications and departments covered under section 9.01(a) successful applicants will be moved into the posted position as soon as practical and no later than eight (8) pay periods from the date the job was removed from the Job Posting Board. **An Employee that posted into a job under Section 9.01 (a) will be covered under Section 9.05 (b) (i) (ii) Job Posting provided they are not leaving a job under Section 9.01 (a).**

Nothing in this section 9.05(b) will prevent the Company from specifying a start date in the job posting itself for positions created by new launch programs, which will be the date that the successful applicant is entitled to be moved into the job and to be paid the appropriate rate.

- (c) The successful applicant will be given a ten (10) day trial and training period on the new job. **Positions identified in 9.01(a) will be given a sixty (60) day trial and training period on the new job.** During this period of time, the employee may return to their previous job; if so, the employee will be considered to have declined the job and will be limited in applying for another job posting for a period of six (6) months from the time of declining the job per 9.05(f) below. **An employee who is awarded the job and does not withdraw during the 3 day posting as per Article 9.05 (j) and chooses not to try the job will be considered to have declined the job.** If

an employee returns to their previous job, then any employee who may have transferred as a result of the posting will also be returned to their former job.

- (d) The job will not be reposted. The Company will then make the next selection from amongst the original applicants.
- (e) If there were no other applicants, then the Company may fill the job from other sources. This would be, in order:
  - (1) the most senior of employees who are limited in applying for posted jobs per 9.05(c) above or (f) or (g) below if they want the job
  - (2) employees with no home department or classification
  - (3) hire new employees
- (f) The successful applicant in a job posting who does not decline, including employees who fill a job per 9.05(e) above, will be limited in applying for another job posting for a period of six (6) months from the time **starting seven (7) calendar days from the date the job was removed from the job posting board** of accepting the original job, such that they will not be considered for another job posting except for 9.05(e) above.
- (g) Newly hired employees will be limited in applying for a job posting per 9.05(e) above for the first six (6) months from date of hire.
- (h) New employees may be hired to fill immediate job requirements while employees are being selected through Job Posting.

- (i) Vacancies for temporary absence due to illness or injury will be posted as temporary postings. The successful applicant may only fill the position during the absence of such ill employee. The successful applicant is in no way limited from making job applications for permanent jobs.
- (j) A list of those applying for a job posting will be posted in the plant within three (3) working days of the posting closure date.
- (k) The name(s) of the successful applicant(s) will be posted within fifteen (15) days of the trial and training date.

#### **Section 9.06 LAY-OFF NOTICE**

Seniority in employment with the Company shall be the governing factor in layoff, re-hiring and demotion within the scope of this Agreement.

## **Lay-Off Notice**

(a) In the event of a lay-off or a reduction of employees, they shall receive notice of lay-off as follows:

(i) Where the lay-off is expected to be less than five (5) working days, two (2) full working days notice;

(ii) Where the lay-off is expected to be five (5) working days or more, individual notice of five (5) full working days.

(iii) Where an employee with more than three (3) months of employment is to be laid off indefinitely or for more than thirteen (13) weeks, they shall be given prior notice of such layoff as follows:

<b>Period of Employment</b>	<b>Amount of Notice</b>
Less than 1 year	one week
Less than 3 years	two weeks
Less than 4 years	three weeks
Less than 5 years	four weeks
Less than 6 years	five weeks
Less than 7 years	six weeks
Less than 8 years	seven weeks
8 years or more	eight weeks

The foregoing shall not apply in the case of disciplinary suspension; discharge which is not reversed in the grievance procedure; nor to an employee who is not able or not available to work; nor in the event that employment has become impossible or frustrated by a fortuitous or unforeseeable event or circumstance.

## **Section 9.07 TEMPORARY ASSIGNMENTS**

- (a) For temporary assignments of two (2) shifts or less, **the Company will first offer the assignment to the most senior qualified employee in the affected department. If that employee refuse the assignment** the Company will assign the most junior qualified employee in the affected department. If there are no qualified employees available in the affected department the Company will assign the most junior qualified employee in the plant. For the purposes of this Section 9.07, the affected department will be the department where the assignment is being performed.
- (b) For temporary assignment of more than two (2) shifts but not more than four (4) pay periods, the Company will offer the assignment to qualified employees in the affected department by order of seniority. If all senior qualified employees refuse the assignment, the Company will assign the most junior qualified employee in the affected department. If there are no qualified employees available in the affected department, the Company will offer the assignment to the most senior qualified employee in the plant. If that employee refuses the assignment, the Company will assign the most junior qualified employee in the plant.
- (c) An employee assigned under the provisions of Section 9.07 (a) and (b) above will receive the rate of their regular job classification when the assignment is to a job classification paying a lower hourly rate of pay.



- (d) An employee assigned under the provisions of Section 9.07(a) and (b) above, to a job classification paying a higher hourly rate of pay shall receive the rate of pay of the higher job classification for the period of time they work on such job.
- (e) **An employee assigned to a lower compensated job by the Modified Work Committee shall be paid the rate of the job assignment, or their current rate of pay which ever is greater, to a maximum of four (4) pay periods.**
- (f) Employees will be advised of temporary assignments that are expected to last for a complete pay period or longer by noon on the **Thursday** of the week prior to the temporary assignment.
- (g) Employees who refuse a temporary assignment as per Section 9.07 (a) & (b) will not be subject to any disciplinary action.
- (h) All recalls would be completed and then temporary assignments will be used for vacation coverage. Temporary assignments for vacation replacement may be more than four (4) pay periods. This article will only apply to a vacation absence of one (1) scheduled work week or more. (A week which includes a statutory holiday will be considered a scheduled work week).

## **Section 9.08 RULES OF LAY-OFF AND RECALL**

The rules of seniority provisions for layoffs, or reductions of employees within a department and recalls are as follows:

**(a) Rules for Layoff:** An affected employee must choose one of two (2) options:

- (i.) **Departmental:** In this option an employee will exercise their seniority against the employee with the lowest seniority within their department in any classification available to them through the provisions of Section 9.01. Failing this the affected employee must exercise their seniority against the employee with the lowest seniority in the plant in any classification available to them through the provisions of Section 9.01.
- (ii.) **Plant-Wide:** In this option, the affected employee must exercise their seniority against the employee with the lowest seniority in any classification, in any department available to them through the provisions of Section 9.01.

Any employee displaced by an affected employee will be provided the same two (2) options to displace lowest seniority employees working in classifications available to the employee through the provisions of Section 9.01.

An employee who does not possess sufficient seniority to displace some other employee in any classification available to them through the provisions of Section 9.01 will be laid off from the plant.

**(b) Rules of Recall**

- (i.) Employees on layoff will be recalled to work in the inverse order of seniority with the most senior employee being the first to be recalled. If an employee refuses recall to a position with the

Company, they shall then lose their rights to any further recall and their seniority is terminated.

If an employee refused recall to a position with the Company because of a physical or medical condition, they shall continue to accumulate seniority and will be reinstated once they are physically able.

- (ii.) No new employees save and except skilled tradesman, will be hired until all laid-off employees are offered the opportunity to return to work.
- (iii.) Skilled Tradesman - The Company maintains the right to hire, if necessary, new skilled tradesman while senior employees remain on layoff; unless a person on lay-off is immediately capable of performing the work of a skilled tradesman.

Prior to the layoff from the plant in the case of tool and die journeyman, electrician, and maintenance journeyman, the company will make every effort to retain the employee where subcontracted work with outside vendors (not to include Walker Companies or their affiliates) can be returned to the plant.

The Company and the Union agree to discuss any subcontracting issues that arise in the plant during the monthly scheduled management/union meeting or as required.

- (iv.) Employees that are displaced from their job as a result of a lay-off must be returned to their original job and work area once work becomes available before any such job is posted.
- (v.) An employee who has not returned to their former department may exercise their option to return where an employee with lesser seniority has been recalled.
- (vi.) If an employee who has been displaced from their original job as a result of lay-off and subsequently posted for a new job and is successful, they then give up their original job that they were laid-off from.
- (vii.) Where an employee with seniority who can perform the work in an efficient manner is laid off from the plant and a junior employee is retained, such senior employee may request an opportunity to demonstrate their ability on the job and such opportunity will be afforded within ten (10) working days of their request.
- (viii.) An employee who is recalled to their home department for a period of five (5) working days or less, shall be afforded the option to return to the department and class that they last worked in providing they have the seniority to do so.
- (ix.) In the event of any recall of two (2) or more employees to a department, shift preference be offered by seniority to the employees being recalled.
- (x.) For the purpose of this article only, a recall will only happen for a period of a scheduled work week or greater. Any movement of less than a scheduled work week will be considered a

Temporary Transfer. (A week which includes a Statutory Holiday will be considered a scheduled work week.)

**Section 9.09** Under the provisions of Article 9 above, the reference to department and its application to an employee, or any of the terms of Article 9, the seniority department structure of Appendix C of the Agreement applies.

**Section 9.10** Notwithstanding any of the preceding provisions, the parties, where necessary and practicable for them to do so, may mutually agree to provisions other than those referred to in the provisions of Article 9.

## **Section 9.11 REDUNDANCY**

When the parties mutually agree that there has been a redundancy due to the elimination of an identifiable part of the plant, redundant employees who bump or are laid off have one opportunity to choose as their new home department any department into which they bump or are subsequently recalled (if laid off from the plant because of redundancy), or they will attain a new home department through the job posting process, except that they will not be subject to 9.05(e)(2). If a redundancy takes place in stages, all redundant employees will be given the above opportunity to choose a bump (if the bump is available) at the same time. Any references in this section 9.11 to bumps, layoffs or recalls will be interpreted per the other provisions in this Article 9.

## **Section 9.12 SEVERANCE PAY**

In the event of an indefinite layoff, all employees who are permanently laid off and who have at least...

- three (3) years of service at the time of lay-off will receive two (2) weeks severance pay per completed year of service to a maximum of twenty six (26) weeks.
- Employees with fourteen (14) to twenty four (24) years of service will be capped at thirty (30) weeks
- and employees with twenty five (25) years of service or more will be capped at thirty two (32) weeks.

This severance pay will be in lieu of any statutory entitlement to severance pay. An employee may elect to retain recall rights, in which case the severance pay

will be held in trust; once an employee elects to have the severance pay paid out, all recall rights are lost. The severance pay will be paid out once seniority rights are lost per Section 9.04 or if an employee makes no election either two (2) weeks before or two (2) weeks after the last day worked.

## **ARTICLE 10**

### **Grievance Procedure**

**Section 10.01 GRIEVANCE COMMITTEE** The Union shall constitute a Grievance Committee which shall be comprised of the Union President and three (3) persons selected by the Union who shall be employees of the Company and such Committee shall hereafter be referred to as "the Grievance Committee". The Union shall notify the Company in writing from time to time of the names of the persons constituting the Grievance Committee.

**Section 10.02 SHOP STEWARDS** The Union may appoint one (1) Shop Steward for each department (per shift) who shall be an employee of the Company. The Union shall notify the Company in writing from time to time of the names of such Shop Stewards. If a shift is eliminated in a department, a Steward shall be eliminated.

**Section 10.03 GRIEVANCE PROCEDURE** All grievances raised by an employee(s) over the application of this Agreement will be raised promptly by the employee(s) concerned within five (5) working days of the event giving rise to the grievance (in the case of a disciplinary suspension or discharge, this means five (5) working days after written notification is received by the employee, with a copy to the Union at the same

time). A settlement of the grievance will be attempted in accordance with the following procedure:

**Step 1:** The aggrieved employee, accompanied by the Shop Steward, will discuss the grievance with their supervisor. If there is no agreement, the Shop Steward will request the Supervisor to provide their answer in writing. The supervisor will give their answer or decision in writing with a brief explanation by the end of the shift on the next working day after the discussion. If no answer is received within this time, the grievance will be moved to the Second Step.

**Step 2:** The Step 1 answer will settle the grievance, unless the grievance is placed in writing (on grievance forms supplied by the Union), stating the facts, and dated and signed by the aggrieved employee and a member of the Grievance Committee and presented to the Human Resources Manager or designee within five (5) full working days of the delivery of the Step 1 answer. The Plant Superintendent or designate, the Supervisor, the Chairman of the Grievance Committee and the Grievance Committee will meet in an attempt to resolve the grievance. A Plant Superintendent or designate will then give their Step 2 answer in writing within two (2) full working days after such meeting.

**Step 3:** The Step 2 answer will settle the grievance unless it is appealed in writing by



the Grievance Committee to the Human Resources Manager within five (5) full working days of the delivery of the Step 2 answer. A meeting will be held within ten (10) working days between the Grievance Committee, an International Union representative or their designate and the Area Manager or designate, the Human Resources Manager or designate (except for termination, 5 day suspension or policy grievances) and the Supervisor to discuss the grievance. The Step 3 answer will be given in writing within five (5) full working days after such meeting. **If the Step 3 meeting is not held the grievance will be settled in favor of the party filing the grievance, reasonable extensions will be granted provide the request is made in a timely manner.**

Notwithstanding, the time limits stated above any grievance dealing with a suspension or discharge will be answered at the 3<sup>rd</sup> stage within 15 calendar days of its filing with the Company.

Grievances related to written warnings or the Human Resources department, or more serious discipline will commence at Step 3.

Any grievance dealing with any other issue will be answered at the 3<sup>rd</sup> stage within 45 calendar days of its filing with the Company. If a grievance is not answered within the 15

or 45 day time limit, such grievances will be settled in favour of the party filing the grievance.

#### **Section 10.04 UNRESOLVED THIRD STEP AND ARBITRATION**

- (a) The Step 3 answer in the grievance procedure shall resolve the grievance, unless the grievance is one that involves the interpretation or alleged violation of this Agreement by the Company, and it is appealed to arbitration by a notice in writing by the Union submitted to the Human Resources Manager within seven (7) full working days of the delivery of the Step 3 written answer.
- (b) Within thirty (30) working days of receipt of a letter referring a matter to arbitration, the Union will submit a list of three (3) impartial arbitrators to the Company. **If arbitrators are not submitted the matter shall be considered withdrawn.** The Company will within ten (10) working days agree to send an additional list of three (3) impartial arbitrators to the Union for their agreement. . **If arbitrators are not submitted the Company shall select from the list provided by the Union.** If the parties are unable to reach an agreement then either party may apply to the Ministry of Labour to make an appointment for an impartial arbitrator to hear the case.
- (c) The arbitrator shall hold a fair hearing on the grievance in the general location of Cambridge, Ontario. Their authority shall be limited to interpreting and applying the express language of

this Agreement without altering, varying, adding to it or making a decision inconsistent with its terms. Their duly rendered decision shall be binding upon the Company, the Union and the employee(s) concerned.

- (d) The expenses and fees of the arbitrator shall be shared equally by the Company and the Union, and any other costs and expenses of or in connection with such arbitration shall be borne by the party, which incurs the same. Either party may be represented by Legal counsel, and either party may file a post-hearing brief with the arbitrator.

#### **Section 10.05**

- (a) Any employee or employees submitting a grievance will, upon the Union's request, appear when such grievance is being considered or reviewed.

#### **Section 10.06**

- (a) In the event that any grievance or matter involves employees in more than one department or where there are unusual circumstances existing, the Grievance Committee may initiate any matter, which requires settlement commencing with Step 3 of the grievance procedure.
- (b) In the event there is a grievance which involves the membership as a whole (as distinguished from an individual or individuals), and which involves the interpretation or alleged violation of this Agreement by the Company, it may be

submitted by the Grievance Committee directly at Step 3 as a "policy grievance".

### **Section 10.07**

- (a) Should any employee be dismissed for just cause they may have recourse to the grievance procedure set forth in this Article 10 notwithstanding that upon dismissal they may cease to be an employee of the Company, provided that such grievance will be submitted in writing directly at Step 3 (signed by the grievor and a Grievance Committee Person) within five (5) working days of written notification of the action to the employee.
- (b) If the arbitrator deems that there was not sufficient cause, under all the circumstances, to support the extent of the discipline, they may modify the discipline and withhold or award make-up pay as they may deem equitable under the circumstances, including in such consideration the disciplined employee's interim income, if any, and efforts to mitigate damages.
- (c) All verbal, written or disciplinary suspensions shall be cleared from an employee's record twelve (12) months from its occurrence. It is further understood and agreed that once removed, they shall not be used or referred to in any future situation.
- (d) At the outset of a disciplinary meeting an employee will have a Shop Steward present and the Shop Steward will be made available before the meeting commences. Any such meeting will be held in a private place. Failure to comply with

these requirements will render the discipline null and void.

- (e) There will be a three (3) tier corrective action system for discipline; first (1<sup>st</sup>) tier for work rules, second (2<sup>nd</sup>) tier for absenteeism and third (3<sup>rd</sup>) for safety rules.

**Section 10.08** Members of the Grievance Committee and/or a departmental steward may make application to a supervisor or to the Human Resources Manager or designate for time away from work without loss of pay in order to perform their Union responsibilities in accordance with this Article 10, including the filing of grievances and the representation of grievors during the steps of the grievance procedure, but not including any time spent at arbitration (as described in section 10.04). Any such request will not be unreasonably denied. A grievor will be granted time away from work without loss of pay in order to file a grievance and to attend grievance meetings in accordance with the grievor's rights as described in section 10.03 and 10.05.

**Section 10.09** Shop Stewards, Committee person, and any Union members who are required to attend meetings relating to the labour relations of the Company must first have permission of their immediate supervisor. The Company agrees that such permission will not be unreasonably withheld.

**Section 10.10** The Company and Union will meet at least three (3) times per month (two (2) times in December, July and August) where sufficient grievances are outstanding to warrant such meetings.

## **ARTICLE 11 WAGE RATES**

**Section 11.01** During the term of this agreement, the Company and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Appendix A, which is hereby made a part of this agreement.

**Section 11.02** If new jobs are added or existing jobs significantly change during the life of this agreement, the Parties shall first meet to discuss the changes and the rate of pay for the new or changed job. If agreement is not reached, the Company shall have the right to make the change and the Union shall have the right to grieve.

**Section 11.03 Automation Technological Change.** In the event of installation of new mechanical, electronic or automated equipment that will affect the job status of any employee(s) in the Bargaining Unit, the Company will endeavour to:

- (a) Give as a minimum, six (6) months advance notice where possible before the installation of such equipment, meet with the Union Negotiating Committee and provide the Committee with data regarding proposed date of installation, number

and classification of employees likely to be affected by it and then affected employees will be notified.

- (b) Place affected employees in other jobs or classifications in accordance with the terms of the collective agreement. Where training is to be provided on a job impacted by technological change, the Company agrees to provide the training opportunity first to the senior employee(s) affected where it can be reasonably expected such employee(s) can learn to perform the job(s).

**Section 11.04** In the event of moves of equipment and employees that are not already covered under Article 9 or Section 11.03, the Plant Manager and the Human Resources Manager will meet with the Union Negotiating Committee without delay and as soon as mutually convenient to discuss the moves.

## **ARTICLE 12**

### **Union Notices**

**Section 12.01** The Union shall have the exclusive use of a notice board for posting notices of interest to employees and notices advertising meetings of the Union, provided that such notices bear the signature of the proper Union officer and shall first be approved by the Human Resources Manager of the Company or someone appointed by them to act on their behalf, such approval to be not unreasonably withheld.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

#### **Section 13.01 MEMBERS**

The Union will appoint five (5) members to a Safety and Health Committee (so long as at least one (1) of the members is from the afternoon shift), plus one (1) alternate. The Company will appoint the same number of representatives to the Committee. The function of the Committee is to promote the safety and health of the employees of the Company. The Company will supply reasonably sufficient first aid equipment, which will be kept so that it is reasonably accessible to the employees. The Company will assure that all the Union Safety and Health Committee members plus the alternate will be certified, at the Company's expense for the certification and training through the Workers Health and Safety Centre.

#### **Section 13.02 FUNCTION**

The function of the Safety and Health Committee will be to promote safety and industrial hygiene in the plant. It shall make monthly inspections of the plant and equipment and hold regular monthly meetings. A report of any recommendations of the Safety and Health Committee to the Management shall be made; a copy of which shall be furnished to the Local Union President by the end of each calendar month. The Company shall furnish to the Safety and Health Committee (in duplicate - one copy for Union members, one copy for Management members), by the time of the next monthly inspection by the Committee, a report of action taken with respect to health and safety (or in



response to Committee recommendation) since the last such report.

### **Section 13.03 REPORTING DANGEROUS CONDITION**

If any member of the Safety and Health Committee at any time during their hours of employment considers any condition dangerous to the safety and health of any employee, such member of the Committee shall notify (in writing) the supervisor most directly concerned that such condition exists.

### **Section 13.04. SAFETY SHOES**

The Company will reimburse employees the amount of **\$150 with proof of purchase receipt**, no more than once per year, towards the purchase of CSA approved safety footwear. The Company may reimburse an employee up to a second payment of **\$150** within a year if the employee can demonstrate that their boots have been badly damaged by oils and coolants used in the course of the employee's assigned work in tube bending operations. And produce a receipt for payment.

### **Section 13.05**

- (a) In the event of any accident or near-miss, the Company will notify the Union Safety and Health Representative for the area. In such a case, the Representative will be afforded the opportunity to take part in the inspection of the accident location and investigation of possible causes. The results

of these investigations will be reviewed at the monthly Safety and Health Committee meetings.

- (b) Plant safety inspections will be conducted twice a month and sufficient time away from work without loss of pay will be granted to the Safety and Health Committee members until the inspection and the inspection report are completed.
- (c) The Joint Health and Safety Committee will be given a copy of all Injury/Illness Reports. The WSIB Committee will be given a copy of all Form 7's, Injury/Illness Reports and any letter denying claims as they are submitted to the Workplace Safety and Insurance Board ("WSIB").

### **Section 13.06 OCCUPATIONAL HEALTH & SAFETY ACT**

The parties agree to abide by the terms of the Occupational Health and Safety Act as it exists on February 7<sup>th</sup>, 2000 (hereinafter "the Current OHSA")

In the event that the Current OHSA is amended by the Ontario Legislature during the terms of this agreement, and insofar as the amendments to the Current Act (hereinafter the OHSA Amendments) provide employees with rights and/or protection which are inferior to rights and/or protections under the Current OHSA, the parties shall meet as soon as practical to incorporate into the collective agreement such language as may be necessary to preserve the greater rights and/or protections. It is understood that such greater rights and /or protections may be procedural or substantive.

In the event there is a dispute, either:

- (a) regarding whether the Current OHSA or the OHSA Amendments provide employees with the greater rights/or protection, or
- (b) about the language necessary to preserve the greater rights / or protections (hereinafter “a dispute”)

The dispute may be filed at Step 3 of the grievance procedure. The parties shall make all reasonable efforts to resolve the Dispute.

If the parties are unable to resolve the Dispute at Step 3 of the grievance procedure, either party may refer the Dispute to arbitration on an expedited basis to one of the following arbitrators: Rob Herman, Morton Mitchnick, or William Kaplan. The arbitrator with the earliest availability shall be selected. The arbitrator will hear the Dispute, if necessary and available, on a weeknight or Saturday.

If the Dispute is of type (a) above, then the arbitrator shall provide a bottom line answer, with reasons to follow if that is considered to be appropriate. If the dispute is of type (b) above, then the parties shall proceed by way of final offer selection or by such other procedure as the parties may agree or the arbitrator may direct.

## **ARTICLE 14**

### **JURY DUTY/SELECTION**

**Section 14.01** The Company will pay an employee who is required to serve on a Jury, or to be present for jury selection, or appear as a Witness, the difference between their hourly rate for the time they were absent and the payment received for Jury Duty/selection, or appearing as a Witness. The employee will present proof of attendance and the amount of pay received.

## **ARTICLE 15**

### **GENERAL**

#### **Section 15.01 PENSION PLAN**

The parties have negotiated a Pension Agreement providing a program of retirement benefits for the employees covered by this Agreement. The eligibility of such employees for retirement benefits, the amount of such benefits and all other matters pertaining to such benefits shall be governed by the terms of said Pension Agreement.

On February 7, 2015 all pension bases shall increase from \$52.50 for each year of credited service to \$53.00 for each year of credited service.

On February 7, 2016 all pension bases shall increase from \$53.00 for each year of credited service to \$53.50 for each year of credited service.

On February 7, 2017 all pension bases shall increase from \$53.50 for each year of credited service to \$54.00 for each year of credited service.

**On February 7, 2018 all pension bases shall increase from \$54.00 for each year of credited service to \$54.20 for each year of credited service.**

**On February 7, 2019 all pension bases shall increase from \$54.20 for each year of credited service to \$54.40 for each year of credited service.**

**On February 7, 2020 all pension bases shall increase from \$54.40 for each year of credited service to \$54.60 for each year of credited service.**

Effective February 7, 2009 employees whose combined years of service and age are equal to ninety (90) points or more shall be entitled to retire with an unreduced pension without any age restrictions.

As of February 7, 2015, the company agrees to provide an early retirement allowance of \$12,500.00 (net) to each employee who meets the provisions of early retirement and chooses to retire early. This allowance will be available for the length of this agreement.

Employees whose combined years of service and age are equal to ninety (90) points or more will be entitled to retire with an unreduced pension. Effective November 26, 2005, such employees will also receive a bridge benefit in the amount of \$600 per month that will end after five years from the date of retirement or at age 65, whichever comes first.

## **Total and Permanent Disability Pension Process**

The adjudication process would be as follows:

1. The employee applies for Canada Pension Plan disability benefits and submits this adjudication information to the Company
2. To change the pension plan to be tied to the CPP adjudication completely. This would make it arm's length to the parties and independent. It would require a change slightly to the pension plan definition, the current definition is more restrictive than CPP's test for qualification. It would also require that the Company receive copies of the yearly updates of the CPP medical information, as this is also required to maintain CPP benefits. The possible downside is that this could slow down the process considerably as CPP adjudication is outside of the Company's control.

**New hires after ratification, January 21, 2018, are only eligible for the DC pension plan, through the Steelworker Pension Plan.**

**The Employer shall contribute a fixed amount of \$220.00 monthly in Year 1, \$230.00 monthly in Year 2, and \$250.00 in Year 3 to the Steelworkers Pension Plan on behalf of each employee for each month worked. Refer to Appendix U.**

### **Section 15.02 GROUP WELFARE PLANS**

The Company will, at no cost to the employees, improve the present Group Welfare Plan as set forth in the Settlement Memorandum between the Company and the Union on the dates set forth in the agreement.

### **Section 15.03 TOOL PURCHASE SKILLED TRADES**

The Company will allow Maintenance and Tool Room personnel to purchase tools necessary to work in the Company's plant through the Company at the Company's price, and the Company will annually provide \$290.00 to help with the purchase of tools.

### **Section 15.04 GROUP WELFARE (INSURANCE)**

The Company may provide any group welfare (insurance) benefit to which it commits itself on behalf of employees through contract(s) with insurance carrier(s) or the Company may provide such benefit(s) directly (by so-called "self-insurance"), or it may provide any such benefit(s) by a combination of these means, provided that benefit levels and terms or requirements for benefits are not changed from those in effect with the carrier(s).

### **Section 15.05 LUNCH BOX INSPECTION**

An employee's lunch box, toolbox, other package is subject to inspection by the Company when leaving the plant. When any such inspection is made, the Local Union President, or their designee, will be given the opportunity to be present.

## **Article 16**

### **WORKING CONDITIONS**

#### **Section 16.01 HUMIDEX READINGS**

To alleviate the uncomfortable working conditions in the plant that cause excessive Humidex Readings on any shift, the following will apply:

- (a) The Company will maintain the Tenneco Automotive-Cambridge Hot Weather Plan (version 5), subject to modification from time to time in accordance with the reasonable recommendations of the Joint Safety and Health Committee.
- (b) From May 1st to September 30th, a Humidex Reading will be secured using appropriate equipment. If Environment Canada (or equivalent) forecasts a humidex reading of 34°C or greater in the Cambridge area, readings will commence at 8:50am.
- (c) Once Humidex Readings commence, further readings will be secured within ten (10) minutes before the hour and will continue until the inside Humidex reading is below 34°C. Should the reading drop below 34°C the next reading will be at 8:50am the following day, if required. The readings will be taken in one location in the plant in accordance with the reasonable directions of the Joint Safety and Health Committee.
- (d) After reaching a reading of 36°C a fifteen (15) minute heat stress break will commence every hour for every employee in the plant until the reading is below 36°C. If the temperature reaches 40°C, then a thirty (30)



minute heat stress break will replace the fifteen (15) minute heat stress break until the reading is below 40°C. After working a minimum of 2 hours in the shift, if the temperature reaches 43°C then an employee who does not feel well enough to continue working will have the option of going home without affecting their attendance record.

- (e) A representative of both the Company and the Union will take the Humidex Reading together.

## **Section 16.02 HEAT STRESS PROVISIONS**

In addition to the Humidex Readings and the provisions of Section 16.01 above, the parties agree to co-operate to try to minimize the causal factors that contribute to heat stress and to maximize favourable environmental factors. In particular, with the co-operation of the Union, the Company will take the following actions during a period of uncomfortable working conditions:

- (a) cool fluids will be available nearby all work areas;
- (b) fans will be provided for all affected departments;
- (c) air-conditioned rest areas (cafeterias) will be open and available for employees to access during heat stress breaks; and
- (d) provide ongoing training to the Safety and Health Committee on how to most effectively limit and deal with heat stress; all employees will receive training in accordance with the Hot Weather Plan.

## **Article 17**

### **HUMANITY FUND**

**Section 17.01** The Company agrees to deduct on a weekly basis, the amount of \$.40 cents per pay from the wages of all employees in the bargaining unit and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Avenue, East, Toronto, Ontario M4P 1K7, and to advise in writing, both the "Humanity Fund" at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after receipt by the company and the local union of that employee's written statement of their desire to discontinue such deductions from their pay.

**APPENDIX A**  
**HOURLY RATE STRUCTURE**  
**Effective Beginning of Pay Period**  
**On or After**

<b>CLASSIFICATION</b>	<b>Feb. 7<sup>th</sup> ...</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Tool & Die Journeyman		29.50	29.90	30.30
Electrician Journeyman		29.50	29.90	30.30
Maintenance Journeyman		29.50	29.90	30.30
Tube Mill Operator		24.96	25.36	25.76
Welder		26.22	26.62	27.02
Manufacturing Operator		24.69	25.09	25.49
Experimental-Sample Development		24.49	24.89	25.29
Inspector Layout		24.49	24.89	25.29
Die Setter		25.24	25.64	26.04
Cut-off Operator		24.69	25.09	25.49
Press Operator		24.69	25.09	25.49
Inspector		23.89	24.29	24.69
Shipper/Receiver		24.17	24.57	24.97
Salvage & Repair		26.22	26.62	27.02
Crib Attendant		23.89	24.29	24.69
Stockkeeper		23.89	24.29	24.69
Stockkeeper, Department 65		24.69	25.09	25.49
Order Assembly		23.45	23.85	24.25
Janitor		23.89	24.29	24.69
T&D Change Assistant		24.94	25.34	25.74
Steel Receiving/Stockkeeper		24.17	24.57	24.97
Material Handler		23.89	24.29	24.69
<u><b>Manufacturing Operator /</b></u>				
<u><b>Stockkeeper</b></u>		24.69	25.09	25.49
<u><b>Bender Set-up</b></u>		26.37	26.77	27.17

### **PRODUCTION BONUS**

<b>Targets (2018)</b>	<b>Productivity with setup</b>	<b>Quarterly Payout</b>
Level 1	75.0%	\$60.00
Level 2	76.0%	\$90.00
Level 3	77.0%	\$120.00
Level 4	78.0%	\$150.00

	<b>PPM</b>	<b>Quarterly Payout</b>
Level 1	13	\$25.00
Level 2	11	\$50.00
Level 3	9	\$75.00
Level 4	7	\$100.00

Combination of Productivity with set up plus PPM

Level 1	\$85.00
Level 2	\$140.00
Level 3	\$195.00
Level 4	\$250.00

TARGETS (2019) To be determined with AOP

TARGETS (2020) To be determined with AOP

Performance Bonus will be paid to every employee who participated in the quarter represented.

**LEAD HANDS: The Company will post the Lead Hand opportunities within the Home Department, where required. Lead Hands will be appointed by the Company on a temporary or permanent basis and maybe removed at the discretion of the Company.** By March 31, 2003, there will be no more than 50 lead hands. All appointments until that date and afterwards will be specifically approved in writing by the Plant Manager or the Human Resources Manager. If a temporary lead hand is appointed on a recurring basis, approval for the initial appointment will suffice.

All appointments after the date that this Agreement comes into effect will be made only if reasonably justified by business requirements. The Union must be promptly notified in writing of the appointment or removal of a permanent lead hand, as well as the appointment and term of appointment of a temporary lead hand.

Lead hand duties are as follows:

- (a) performing the duties of their classification **(this also includes employees acting as a working lead hand);**
- (b) as directed by supervision, leading, training and directing a group of employees (this also includes employees acting as a working lead hand); and/or
- (c) acting as directed by supervision in assigning work, or in accumulating records or otherwise accounting for the workplace activity of a shift; and/or

- (d) as directed by supervision, overseeing a small area of responsibility with respect to a specific product line;
- (e) **A lead hand will complete all levels of training under the requirements of OHSA and legal responsibilities.**

A lead hand will not evaluate employees, including probationary employees, and will not discipline employees or make any kind of recommendation in respect of appropriate discipline, whether or not related to performance. If a lead hand is having any difficulty in carrying out assigned duties, and the lead hand cannot resolve the difficulty directly with the employee(s) affected, then the lead hand may report the difficulty to a supervisor who will be responsible to resolve the problem.

The lead hand premium is fifty cents (50¢) above the employee's classification rate of pay while they are assigned to perform the duties set out above.

For the purposes of lay off, lead hands shall have seniority only within their classification. For the purposes of overtime distribution, lead hands shall be entitled to overtime only within their classification.

**STARTING RATES:** The starting rate for new hires into permanent positions will be five dollars (\$5.00) less an hour than the job rate posted above in the "hourly rate structure" chart, with a one dollar (\$1.00) increase each year over five (5) years on the hiring anniversary date.

**STUDENT RATE:** Students hired for the summer as per appendix “I”, will be paid at a rate seven dollars (\$7.00) less than the job rate posted above in the “hourly rate structure” chart.

**INVENTORY RATE:** An employee, if assigned to taking of inventory, shall be paid for such work as follows: if they is an employee normally employed in a classified occupation they will be paid their standard hourly straight-time rate.

## **APPENDIX B**

### **MISCELLANEOUS MATTERS**

**A. Life Insurance** The life insurance (death benefit) on employees' lives shall be as follows:

- (i.) \$35,000 for employees actively at work prior to November 26, 2005
- (ii.) \$36,000 for employees actively at work on or after February 7, 2007
- (iii.) \$37,000 for employees actively at work on or after February 7, 2008
- (iv.) \$38,000 for employees actively at work on or after February 7, 2015
- (v.) \$39,000 for employees actively at work on or after February 7, 2016
- (vi.) \$40,000 for employees actively at work on or after February 7, 2017
- (vii.) **\$41,000 for employees actively at work on or after February 7, 2018**
- (viii.) **\$42,000 for employees actively at work on or after February 7, 2019**
- (ix.) **\$43,000 for employees actively at work on or after February 7, 2020**
- (x.) The Company will pay the full cost of providing retirees who retire early after November 26th, 2005 with the amount of life insurance in effect the month that they retire. This coverage will cease when the employee reaches age 65.
- (xi.) Premiums paid for life insurance on a dismissal grievance, pending grievance resolution



**B. Weekly Sickness and Accident Benefit :**

The Weekly Sickness and Accident Benefit amount will be equal to sixty five per cent (65%) of the employee's regular weekly wage (gross) based on forty (40) hours per week.

The foregoing maximum benefit level increases apply (going forward as of the date of ratification) to new claims established within twenty-six weeks of ratification. The maximum benefit duration remains at twenty-six weeks.

Sick pay will commence on the 1<sup>st</sup> day of outpatient hospital care where the employee undergoes local or general anesthetic for a procedure prescribed by a physician.

If an employee has filed a claim for weekly indemnity and has not received payment from the insurance company within fourteen (14) calendar days from the time that the claim is initiated, the Company, acting reasonably, will consider advancing an amount equal to the weekly indemnity that is owed to the employee.

**C. Dental Plan** The Dental Plan shall always be one (1) year lag in Ontario Dental Association fees from February 7th of the current year. Plan 7, 90/10 co-insurance with one (1) year lag in Ontario Dental Association Schedule of fees. Rider #1 and Rider #2 will also be continued on the basis of no deductible - 50% shared risk - no maximum and Rider #4 will also be continued on the basis of 50/50 co-Insurance bridges/crowns.

**Dental – Brace 50/50**

**Coverage for Orthodontics with 50% coinsurance to a lifetime maximum of \$1,500 for dependent children under 19.**

**D. Premium Payments** The Company will continue to pay the insurance premium payments on the insurance benefits program, which shall include OHIP and 100% of the premium for Drug Plan and Dental Plan. The parties agree to add:

- 1) Hospital Semi Private Accommodation Plan
- 2) Extended Health Care Plan
- 3) Life Insurance and Accidental Death and Dismemberment Insurance
- 4) Drug Plan for Early Retirees

**E. Education and Recreation Fund** - The Company agrees to continue to contribute 1¢/hour for administration and stewardship by USW Local 2894 into a fund to be used for the education and recreation of United Steelworkers, Local 2894 members.

**F. Vision Care Plan** - A family vision care plan covers employees and their immediate family for prescription glasses or, alternatively, for laser surgery. Adults will receive coverage up to \$275.00 in a twenty-four (24) month period. Children **14** years of age and under will receive up to \$275.00 in a twelve (12) month period. A benefit of up to \$75.00 will be paid towards the cost of eye examinations per eligible adult and dependent, once every two (2) years. In addition, **through Company provided vendors** the Company will reimburse employees for 100% of the cost of

prescription safety glasses every two (2) years upon presentation of the prescription and a receipt.

**G. Retiree Drug Plan** - Effective February 7, 2000 employees retiring early will be covered by a prescription drug card Plan until age 65. The employer will pay eighty (80) percent (%) of the premium and the retired employee will pay twenty (20) percent (%) of the premium. This coverage will include spouse and dependants.

**H. Paramedical - List of eligible paramedical practitioners to include: Chiropracist/Podiatrist, Chiropractor, Registered Massage Therapist, Naturopath, Osteopath, Physiotherapist, Speech Therapist, Occupational Therapist, Dietician, Psychologist / MSW to a maximum of \$250 per practitioner per year.**

I. Drug Plan: Effective February 7, 2015 the parties agreed to amend the current drug plan to a “generic drug plan” with the provision that “brand name” drugs will be covered if the physician indicates “no substitution” on the prescription.

## **APPENDIX C**

### **Department Structure**

#### **Tube Mill Department 01**

Tube Mill Operator

**Manufacturing Operator / Stockkeeper**

#### **Service Department 08**

Welder

Manufacturing Operator

Die Setter

Stockkeeper

#### **Stampings Department 15**

Press Operator

Manufacturing Operator

Die Setter

Steel Receiving/Stockkeeper

#### **General Motors Department 34**

Salvage & Repair

#### **Toyota Department 35**

Welder

Manufacturing Operator

Die Setter

Stockkeeper

#### **Lexus Department 39**

Welder

Manufacturing Operator

Die Setter

**Manufacturing Operator / Stockkeeper**

**D2UC Department 42**

**Welder**

**Manufacturing Operator**

**Die Setter**

**Stockkeeper**

**Bending Department 43**

**Manufacturing Operator**

**Stockkeeper**

**Cutoff Operators**

**Bender Set-up**

**Service (Maintenance) Department 52**

Tool & Die Journeyman

Electrician Journeyman

Maintenance Journeyman

Crib Attendant

Janitor

**Quality Assurance Department 54**

Inspector layout

Inspector

**Shipping Department 65**

Shipper Receiver

Stockkeeper

Material Handler

**APPENDIX D**  
**LETTER OF UNDERSTANDING**  
**REGARDING THE IMPORTANCE OF**  
**PRODUCTIVITY**

The enhancement of Productivity, of, and through, the employees of Tenneco Canada - Walker, Cambridge, is deemed desirable by both the Union and the Company.

As such, it is agreed that the parties will address programs designed to enhance Productivity.

These programs enhancing Productivity would be designed to improve the competitive position of the Company in the global marketplace. As a result the mutual best long-term interests of both parties would be improved.

Programs, such as, employee involvement through the application of scrap reduction efforts, customer quality enhancement and quick die change techniques and also programs designed to increase process uptime and reduce plant inventory are all examples of enhancement of productivity activities.

This challenge is ongoing. Through this letter, the Union and the Company endorse the pursuit of programs of Productivity enhancement, in order to meet this challenge.

The Union agrees to support programs it feels it can endorse.

Respectfully submitted:

**FOR THE UNION:**

Tony Koski  
Kevin Baker

**FOR THE COMPANY:**

John MacMillan  
Irene Farmer

**APPENDIX E**  
**LETTER OF INTENT**  
**CLEANING TUBE MILL**

Provided production requirements permit, the Company will steam clean the tube mill at least quarterly, i.e. every three (3) months. Benders in the plant will be cleaned when required by particulate levels in accordance with regular monitoring.

**APPENDIX F**  
**LETTER OF INTENT**  
**MONTHLY MEETINGS**

The employer agrees to enter into joint meetings between the Plant Committee and Officials of the Employer to be held at least once every six (6) weeks. The Plant Committee will consist of the President of the Local and the Chief Steward and the Union Negotiating Committee. A Union Staff Representative may attend as an additional representative of the Union. The Employer shall be represented by up to four (4) employees from Management. A detailed agenda shall be supplied in writing by either party at least one (1) week (7 days) in advance of the meeting. The employer will generate minutes from the meeting and get agreement from the Union prior to posting.

**APPENDIX G**  
**LETTER OF INTENT**  
**TRAINING**

The Company will select three (3) people and the Union will select three (3) people to establish a joint training committee. The purpose of the committee will be to review the plant training requirements and establish appropriate training schedules for employees who post into new positions. In addition the committee will establish a long-term training strategy for senior employees interested in developing and upgrading their skills. The committee will meet on a quarterly basis or more frequently if required.

**APPENDIX H**  
**USW DISTRICT SAVINGS PLAN**

The Company agrees to deduct, through payroll deduction, any employee volunteer contribution made through the USW District 6 Savings Plan. All monies will be deducted on a weekly basis and forwarded to the administrator of the District 6 Savings Plan.

**APPENDIX I**  
**MEMORANDUM OF AGREEMENT**  
**STUDENT EMPLOYMENT**

Students can be utilized in the summer for the purposes of assisting as vacation replacement during the period starting the second week of April and including the



second week of September, following which their service, seniority, and employment will automatically be terminated.

Students will be considered as temporary employees and will not acquire seniority over permanent employees; however, once they complete their probation period, students will acquire seniority within the temporary student group only. In the event of lay off, students will be laid off first before permanent employees. If a student becomes a permanent employee their date of hire will be the first day of employment as a permanent employee and they shall acquire seniority after completing a new probationary period.

Students will not be eligible for benefits outlined in Section 9.05, 15.02, 15.03, 15.05 and Appendix B Sections A, B, C & D of the collective agreement.

For the purpose of overtime sharing, students will be allowed to share in overtime after permanent employees in the same department and shift have been asked to work. For the purposes of weekend overtime, students within a department will be eligible to work after the permanent employees in the whole plant have been asked to work the overtime first. Students will be credited with the highest overtime hours of the shift in the department, which they enters.

The Company and the Union as witnessed by their signatures below, hereby mutually agree to the above contract amendment dated the 26<sup>th</sup> day of April, 1994.

FOR THE COMPANY

J. Sheridan

A. Povoledo

FOR THE UNION

D. Ladd

T. Myers

**APPENDIX J**  
**LETTER OF UNDERSTANDING**  
**MODIFIED WORK POLICY**

The Company and the Union are committed to developing and maintaining a safe and healthy return-to-work policy. In keeping with this goal, the parties will cooperate in the return to work and rehabilitation of temporarily and permanently disabled workers, whenever and as soon as possible. The parties agree to a policy that includes the following features:

1. There will be a modified work committee that will discharge its functions in respect of affected employees on an as requested basis. Either party or an affected employee may request a meeting of the committee. Affected employees are those who have returned to work or who are seeking to return to work on a light duty basis, whether disabilities are a result of a workplace injury, or are unrelated or only partially related to the workplace.
2. The committee will be comprised of three members from the Company and an equal number of members from the Union. As the committee goes about its work it will consult with affected employees as required.
3. The mandate of the committee will be to consider what work, including overtime work if any, affected employees are able to perform.
4. In discharging its mandate the committee will consider a number of factors:

- a. medical reports supplied by the employee indicating ability to perform work, and any restrictions on the performance of that work;
  - b. any other medical or related information that may be available such as, functional abilities evaluations, physical demands analyses and ergonomic reports, etc.;
  - c. the operational needs of the Company;
  - d. the wishes of the employee; and
  - e. any other factor that may be relevant to the discharge of the committee's mandate.
5. The parties recognize that the proper functioning of the committee requires the parties to co-operate with each other and to disclose relevant information to each other. The committee will meet in a timely manner and discharge its functions as expeditiously as possible.
6. The parties recognize that a timely return to work and effective rehabilitation of affected employees may require accommodation or alternative work.
7. The parties recognize that affected workers should be returned to work without undue risk of re-injury to themselves or risk to others.
8. All work that is an accommodation or is alternative work must be productive and the result of the work must have value.

9. In arranging for accommodated or alternative work in accordance with this policy, the Company agrees to the following:
  - a. it has an obligation to provide medically suitable modified duties if it is possible to do so without undue hardship, so long as the duties are in accordance with the medical capabilities of the employee and in accordance with the FAF form or the modified work form;
  - b. affected employees must be advised of the possibility of accommodation or alternative work, which may involve modified duties;
  - c. if the Company requires an independent medical examination ("IME"), then the Company will assume any costs;
  - d. if the performance of accommodated or alternative work appears to be detrimental to the employee's condition, the Company may require at any time that the employee be examined by their own physician or undergo an IME, in accordance with a selection to be made by the Modified Work Committee.
10. Work Hardening Programs
  - a. Work hardening programs ("WHP") are typically appropriate in return to work situations. A WHP will be implemented if recommended by the employee's doctor. The WHP must have a reasonable expectation of return to regular employment as the expected outcome of the WHP.

- b. The employee must be able to perform at least two (2) hours of work per day and at least 3 days of work per week to start the WHP. This will be increased as appropriate with a goal of reaching 8 hours per day and 5 days per week. The work to be performed should be of the type that the employee will perform on successful completion of the WHP.
  - c. WHP's are expected to last no more than 13 consecutive weeks, but may be subject to extension in accordance with medical recommendations.
  - d. Employees on WHP's are not eligible for overtime work.
  - e. The Modified Work Committee will be provided with sufficient medical information or analysis to be able to assist in the successful implementation of a WHP. Any such medical information will be provided with appropriate respect for the confidentiality that an employee is entitled to expect regarding the treatment of personal medical information.
11. The parties agree that it is in the best interest of all employees to improve the ergonomics and the overall health and safety of the workplace.
12. The parties are committed to an effective return-to-work policy as the best way to support employees who are adversely affected by injury or illness.

**APPENDIX K**  
**LETTER OF UNDERSTANDING**  
**WAREHOUSE**

In the event that an after-market distribution centre (“DC”) is established by Tenneco Automotive Inc. anywhere in the province of Ontario, then the Company will extend voluntary recognition to USW 2894 as bargaining agent for employees employed in the DC, provided that:

- (a) the new DC is an operation that is similar in scope to the current after-market DC at the Cambridge plant
- (b) the bargaining unit mirrors the Cambridge bargaining unit from the standpoint of included and excluded positions
- (c) the collective agreement is negotiated as a first agreement in the normal course; and
- (d) this offer will remain in effect for the duration of the current collective agreement **(2018 – 2021)** and will not be automatically extended for the duration of a subsequent agreement.

This agreement to extend voluntary recognition is intended to protect bargaining unit jobs currently in place in the after-market DC at the Cambridge plant. It is not intended to extend bargaining rights to jobs that may be associated with new and separate operation or an operation acquired through a share or asset purchase in the normal course of business.

## **APPENDIX L**

### **DISCIPLINARY SUSPENSIONS**

During 1999 negotiations, the parties discussed at length the process, by which employees are suspended without pay pending investigation. The Company agrees that we will either keep someone in the plant and still working while investigating matters or it will “suspend with pay pending further investigation”.

This obligation does not apply to matters, where there are reasonable issues of potential violence, theft or where an investigation would be impeded by the individual's presence in the workplace. The Company's willingness to improve this process in no way forfeits its disciplinary rights prior to or following an investigation.

### **COMPANY COMMITMENT**

During the 1999 negotiations the parties discussed the process for processing of life insurance benefits in a timely fashion. The Company commits to the following process, which will be used by both, the Company and the insurance carrier, for processing life insurance benefits.

The Company will notify employees on extended leave annually for the purposes of ensuring their related information is up to date.

This process will include the Company copying the union, of its notification of the employee's beneficiary, that we are initiating a claim on behalf of the deceased bargaining unit member.

If the Union, as an employee's representative, wishes to inquire about the processing of a claim, the Company is willing to give the information, through inquiry to the human resources manager. Any

concerns about delays in the processing should be brought forward immediately and the resolution will be expedited.

**APPENDIX M**  
**LETTER OF UNDERSTANDING**  
**EAP**

The Company will continue to sponsor the current EAP program for the term of this Collective Agreement.

**APPENDIX N**  
**LETTER OF UNDERSTANDING**  
**REST AREAS**

The Company and Union agree to delete section 6.2 Rest Areas (for the enactment and duration of this policy, workers must use the air conditioned/air cooled cafeterias as rest/recovery rooms for their heat breaks) from the Hot Weather Program (HSM045).

**APPENDIX O**  
**LETTER OF UNDERSTANDING**  
**MANAGERIAL DIRECTIONS TO EMPLOYEES NOT**  
**UNDER THEIR SUPERVISION**

During the 2008/2009 negotiations, the parties discussed a union concern whereby employees are being given direction by staff members other than their immediate supervisor. This can place the employee in a situation whereby they are being instructed to do something other than the work required by the immediate supervisor.



The Company acknowledges that managers other than the immediate supervisor may provide instruction to an employee; however, the supervisor must be made aware of the situation at the time the instructions are given to the employee. In some instances, and not to be the normal practice, the instruction may be given prior to notifying the supervisor; however, the supervisor must be immediately informed of the direction given to the employee.

## **APPENDIX P**

### **LETTER OF UNDERSTANDING**

The Company agrees that the Union President, or their designee, or during the absence of the President; the Chief Steward or their designee, will have the option to sit with the Human Resources Staff member during the weekly movement process. The purpose will be to assist the HR staff member with adhering to terms and conditions of the Collective Agreement with respect to movement and/or layoffs.

## **APPENDIX Q**

### **LETTER OF UNDERSTANDING**

#### **STAFF TRAINING REGARDING THE COLLECTIVE AGREEMENT**

During the 2008/2009 negotiations, the parties discussed several concerns as follows:

- The grievance procedure is not clearly understood by supervisors, engineers, etc.
- The overtime policy is not understood and adhered to, which results in unnecessary grievances being filed.

- Our engineers or other staff members are providing direction to employees with little or no understanding of the collective agreement.
- Employees are being moved from one department or shift to another and the collective agreement is not being adhered to.

Both parties agree that no later than sixty (60) days from the date of ratification of a new collective agreement, the Company and the Union will develop and deliver training to all managers, supervisors, engineers and stewards.

The training will address all the concerns listed above and any additional issues mutually agreed to by both parties.

## **APPENDIX R**

### **LETTER OF UNDERSTANDING**

### **INDEFINITE LAYOFF EMPLOYEES RECALLED FOR VACATION COVERAGE**

During the 2008/2009 negotiations, the parties discussed the use of employees on indefinite layoff for the purposes of vacation coverage.

The parties agree that vacation coverage work will be offered to any employee who may be on indefinite layoff. The employee has the right to decline the work assignment.

Vacation coverage will only be for the period from June 1<sup>st</sup> to September 30<sup>th</sup>.

An employee who refuses to accept a vacation coverage work assignment will retain full recall rights until more permanent work if and when it becomes available, in accordance with the collective agreement.

For the purpose of severance pay entitlement, even if an employee returns to work for a vacation coverage assignment, the employee will be treated as if they were on indefinite layoff, entitlement is not affected.

If an employee accepts the vacation coverage assignment, the Company will provide:

- Health care benefits (drug & dental only) during the time worked
- Life insurance and AD&D coverage during the time worked
- Credited service hours for pension purposes for hours worked

This will not change the original lay off date under section 9.04(d).

**APPENDIX S**  
**LETTER OF UNDERSTANDING 15**  
**INDEFINITE LAYOFF EMPLOYEES RECALLED FOR**  
**9.04 (b) COVERAGE**

**During the 2017 negotiations, the parties discussed the use of employees on indefinite layoff for the purposes of 9.04 (b) “(6) working day coverage.”**

**The parties agree that “(6) working day coverage” work will be offered to any employee who may be on indefinite layoff. The employee has the right to decline the work assignment.**

**An employee who refuses to accept a “(6) working day coverage” work assignment will retain full recall rights until more permanent work if and when it becomes available, in accordance with the collective agreement.**

**For the purpose of severance pay entitlement, even if an employee returns to work for a “(6) working day coverage” assignment, the employee will be treated as if they were on indefinite layoff, entitlement is not affected.**

**If an employee accepts the “(6) working day coverage” assignment, the Company will provide:**

- **Health care benefits (drug & dental only) during the time worked**
- **Life insurance and AD&D coverage during the time worked**
- **Credited service hours for pension purposes for hours worked**

This will not change the original lay off date under section 9.04(d).

## APPENDIX T

During the 2017/2018 negotiations the parties agreed to meet, mutually develop, and deliver training to all managers, supervisors, engineers, executive committee, and stewards to provide guidance and direction on properly administering the new collective agreement. This training shall focus on but not be limited to the following items:

- Administering the changes to the collective agreement that occurred during 2017/2018 negotiations.
- The grievance procedure, the role of each trainee in such procedure
- The overtime policy and the administration of such policy
- The proper process of moving of employees between departments or shifts
- Any other additional items that may arise during the develop of the training

The above mentioned training shall occur within sixty (60) days of the ratification of the agreement.

## APPENDIX U

### COLLECTIVE AGREEMENT LANGUAGE FOR STEELWORKERS PENSION PLAN

1. The Employer shall contribute a fixed amount of \$220 Year 1 of CA, \$230, Year 2, \$250 Year 3 monthly to the Steelworkers Pension Plan on behalf of each employee for each Month Worked.

For the purpose of the Pension only, "Month Worked" – means any month for which an employee receives wages and includes hours for vacation, paid holidays, and approved union leave.

Monthly pension contributions will be made for employees who are in receipt of benefits from the WSIB, maternity or paternity leave or from the weekly indemnity for up to a maximum of 12 months

2. Notwithstanding Item 1 of this Article, pension contributions are not payable for employees who are in their probationary period. Upon completion of probation the Company will make a retroactive payment for all hours retroactive to the date of hire.
3. The Union agrees that other than making its contributions to the Plan as set out in this

article, the Employer shall not be obliged to contribute towards the cost of benefits provided by the Plan, nor be responsible for providing any such benefits. The Employer agrees that the obligation to make contributions shall include reasonable interest, reasonable liquidated damages and reasonable costs, if the Employer has failed in making its contributions.

The Union and Employer acknowledge and agree that under applicable current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

4. The contributions shall be remitted to the Plan by the Employer within fifteen (15) days after the end of the calendar month in which the pay period ends.
5. The Employer agrees to provide to the Plan, on a timely basis the specific information which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits, including the information required pursuant to the Pension Benefits Act and Income Tax Act.

For further specificity, the information required for each employee is as follows:

i. **To be Provided and Commencement of Participation for Each Employee**

**Date of Hire**

**Date of Birth**

**Date of Birth Contribution**

**Address**

**Social Insurance Number**

ii. **To be Provided with each Remittance of Contributions for each Plan Participant**

**Name**

**Social Insurance Number**

**Amount of Remittance**

**Month for which contributions have been remitted**

iii. **To be Provided Initially and on a Status Change**

**Full Address as Provided to the Employer**

**Commencement Date of Employment (MMDDYY)**

**Termination Date of Employment (MMDDYY)**

**Retirement Date**

**Date of Death**

**Gender**



iv. To be Provided Once Per Year After Year  
End - Summary Data

Name

Social Insurance Number

Total Amount Remitted for Year

Total number of months for which  
contributions have been remitted for Year.

6. The Employer agrees to enter into a  
Participation Agreement with the Trustees of  
the Plan in the form attached hereto, and  
which shall be consistent with the terms of the  
Collective Agreement.
7. The Employer agrees that an employee who  
may be appointed by the Union to be a Trustee  
or alternate Trustee of the Plan shall be  
entitled to attend up to three meetings of the  
Plan in a calendar year during work hours and  
shall receive pay and be credited with seniority  
notwithstanding his or her absence from work  
for that purpose.

For the Union:

For the Company:

Anita Bryan,  
Staff Representative

Brett Buchner,  
Director, Labour and  
Employee Relations

### **LETTER OF UNDERSTANDING 1**

#### **VACATION ADMINISTRATION**

An employee may request to pull forward their earned vacation entitlement within the same calendar year. The employee will be granted the time off request as part of the normal vacation approval process . The employee will not be paid any more monies other than what has been accrued at the time of the request.

### **LETTER OF UNDERSTANDING 2**

#### **STAT HOLIDAY DURING APPROVED VACATION WEEK**

An employee may request to take the stat holiday either the Friday preceding the vacation week or the Monday following the vacation week. This request must be made at the time of the initial vacation request, and will be subject to the vacation approval process.

### **LETTER OF UNDERSTANDING 3**

The company agrees to allow 15% of employees by home department, by classification to book their vacation **in accordance with 7.03 (d)** during the summer **months of May 1 to Labour Day Weekend.** Both the Company and the Union agree to work together over the length of the new agreement to identify all opportunities (i.e. cross training) that would allow more than 15% in future agreements.

#### **LETTER OF UNDERSTANDING 4**

The Company agrees to allow the Union WSIB worker representative 6 working hours per week of paid time off the floor to assist workers with their WSIB claims.

#### **LETTER OF UNDERSTANDING 5**

The Company agrees to provide 40 hours of work on the dayshift for the Union President to perform Union duties. These 40 hours of work will be paid at the rate of the job owned by the Union President.

#### **LETTER OF UNDERSTANDING 6**

The Company will provide the Union with an office. This office will be no smaller than the office that the Union is presently occupying.

#### **LETTER OF UNDERSTANDING 7**

The Company has agreed to continue all benefits after age 65, for all employees who choose to work after 65.

#### **LETTER OF UNDERSTANDING 8**

##### **CHIEF STEWARD**

The Company agrees to provide the Chief Steward 2 hours per day Monday through Friday of each week to perform Union duties.

The Chief Steward will be scheduled for dayshift for all hours worked.

The Chief Steward will be paid at the rate of the job owned by the Chief Steward.

If the Chief Steward requires additional time it will be managed under Article 10.08.

**LETTER OF UNDERSTANDING 9**  
**ATTENDANCE CONTROL PROGRAM**

(1) Corrective actions for employees who are ``late`` can only be done if they have six (6) lates during the prior year. Even if they are on some form of corrective action for other absenteeism, a late will not progress it to the next step unless they have accumulated six (6).

(2) **An employee will receive one (1) “freebie” warning prior to entering into the disciplinary process.**

**LETTER OF UNDERSTANDING 10**

The Company agrees to provide the Union with copies of the following on a weekly basis (Mondays):

- Plantwide Seniority List
- Departmental Seniority List
- Alphabetical Shift List
- Weekly Overtime Hours.

**LETTER OF UNDERSTANDING 11**

**PAYROLL ERRORS**

The Company agrees to make every reasonable effort to investigate and correct any payroll errors. **Errors in excess of \$100 will be corrected within 2 business days of becoming aware of such errors.**

### **LETTER OF UNDERSTANDING 12**

**The Company and the Union agree to the role of Manufacturing Operator/Stockkeeper in Department 01.**

**The role will be compensated at Manufacturing Operator hourly wage rate.**

**The job function will include material handling and stockkeeping only.**

### **LETTER OF UNDERSTANDING 13**

**The Company and the Union agree to the role of Manufacturing Operator/Stockkeeper in Department 39.**

**The role will be compensated at Manufacturing Operator hourly wage rate.**

**The job function will include material handling and stockkeeping only.**

**Current incumbents have first right of refusal, position will be posted if required.**

### **LETTER OF UNDERSTANDING 14**

**The Company and the Union agree to the classification of Bender Set Up in Department 43.**

**The role will be compensated at Bender Set Up wage rate of \$25.77, as of November 20, 2016.**

**This new position will be posted.**

## LETTER OF UNDERSTANDING 15

### RETIREMENT ALLOWANCES

Employees are eligible for a one-time lump sum payment upon retirement as outlined below:

- \$10,000 lump sum payment in 2018 between February 7, 2018 – June 1, 2018, \$5,000 lump sum payment in 2019 between February 7, 2019 – April 30, 2019 and \$5,000 lump sum payment in 2020 between February 7, 2020 – April 30, 2020 of the CBA,
- The Employee may have this allowance directed to a RRSP account,
- The Employee needs the 90 points, but does not need to meet the age of 65 requirement as per the early retirement language.

To be eligible, all employee retirements need to occur before the expiration of the current collective bargaining agreement.

In order to receive the retirement allowance, employees must identify their intent to retire in the upcoming year.

Employees will notify the Company of their intent, and the Company will notify employees if they are eligible for the retirement allowance. If an employee is ineligible they will have the opportunity to withdraw their intent to retire.

**Article 16**  
**DURATION OF AGREEMENT**

**Section 16.01** This agreement shall be in effect until 11:59 p.m., **February 6, 2021** and shall thereafter continue for a further period of one (1) year unless not more than ninety (90) days (and not less than thirty (30) days) before the expiration date either party shall give written notice to the other party that it desires revision, modification and termination of this Agreement at its expiration date.

**Section 18.02** This is the complete agreement between the parties, concluding the negotiations (other than as provided in the grievance procedure of this Agreement) for its term.

**IN WITNESS WHEREOF** this agreement has been executed by the Company under its corporate seal and the hands of its proper officers and has been signed for and on behalf of the Union under the respective hands of its proper officers this **22<sup>th</sup> day of February, 2018.**

Tenneco Canada  
Cambridge;

United Steelworkers;

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Brett Buchner,  
Director, Labour and  
Employee Relations

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Anita Bryan,  
Staff Representative

---

Tony Melo  
Plant Manager

---

Dave High  
President

---

Gail Flaminio  
HR Manager

---

Gary Kennedy

---

Brendan Ryan  
HR Generalist

---

Pat Duggan

---

Gary North

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Tony Koski



# 2018

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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April						
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May						
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June						
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July						
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August						
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September						
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October						
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November						
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December						
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# 2019

January						
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February						
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March						
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April						
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May						
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June						
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July						
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August						
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September						
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November						
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December						
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# 2020

January						
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February						
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March						
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April						
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May						
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June						
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July						
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August						
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September						
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October						
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November						
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December						
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# 2021

January						
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February						
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March						
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April						
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May						
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July						
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August						
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September						
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October						
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November						
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December						
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