

COLLECTIVE LABOUR AGREEMENT

Between

**Cooper Standard Automotive
Canada**



And

**National Automobile, Aerospace &
Transportation and General Workers
Union of Canada**

(UNIFOR) – CANADA

and its

LOCAL 876

Dated September 19, 2019

**COLLECTIVE
LABOUR AGREEMENT**

AGREEMENT dated the 19th day of September 2019

BETWEEN:

COOPER STANDARD AUTOMOTIVE CANADA
(hereinafter called the "COMPANY")

- AND -

**NATIONAL AUTOMOBILE, AEROSPACE AND
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA**

(UNIFOR) - CANADA
and it's **LOCAL 876**
(hereinafter called the "UNION")

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As of September 19, 2019.....

NOTE: Reference to the male gender shall include the female gender unless the context requires otherwise.

RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agent for, and this agreement shall be deemed to apply to, all employees of Cooper Standard Automotive at Georgetown, save and except supervisor, persons above the rank of supervisor, and office and sales staff.

2.01 The Union acknowledges that, except as otherwise specifically provided in this agreement, it is the exclusive function of the company to:

(a) Manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, products to be manufactured, methods of manufacturing, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of the materials and parts to be incorporated in the products produced.

(b) Hire, discharge, transfer, promote, demote or discipline employees and determine qualifications needed for jobs, provided that a claim of unfair promotion, demotion, transfer, determination of qualifications or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

(c) Maintain order, discipline and efficiency.

2.02 The Union further recognizes the right of the Company:

(a) To make and alter from time to time rules and regulations to be observed, by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

(b) To establish or make provision for departments throughout the plant.

(c) To establish occupational groups and to discontinue, restrict or expand the same and the grievance procedure shall be applicable with respect to any such change and a grievance may be initiated in writing by the Union as the grievor at stage two (2) of the grievance procedure. Rates of pay will be set up based on like and similar jobs.

The above functions will be exercised in a manner consistent with the provisions of this agreement.

In order to ensure open communications, the Company agrees in the application of article 2.02 (c) to provide the Union President with a minimum of (20) twenty days' notice in writing prior to any decision to establish, amalgamate, discontinue, restrict and or expand any of the occupational groups contained in this collective agreement. At the request of either party, a meeting will be convened to discuss the effect any proposed change may have on the workforce.

DISCRIMINATION: NO DISCRIMINATION

3.01 There shall be no discrimination, interference, intimidation, restraint or coercion on behalf of the Company or the Union, its officers and members respectively, regarding any employee because of his sex and/or sexual orientation, race, colour, creed, age, national origin, political affiliation, any disabled employee, membership or non-membership in the Union.

UNION ACTIVITIES / REPRESENTATION

UNION ACTIVITIES

4.01 The Union, the local and members of the Union of the Local shall not, on Company time, conduct or hold Union activities or Union meetings of any kind, except as in this agreement expressly provided,

without prior written consent of the Company.

REPRESENTATION

4.02 (a) The Company agrees to recognize and deal with a bargaining committee of three (3) bargaining unit employees and the President elected for meeting with Management in the administration of this Agreement, including negotiations. The Committee shall consist of:

- 1) One Chairperson
- 2) Two Committee Persons
- 3) President

(b) The plant committee may appoint a steward, in any department or production area on any shift, where there is no committee person employed.

(c) The Company shall be notified forthwith of any such appointment. The appointment shall forthwith be rescinded at any time when there is a committee person employed in the same department or production area on the same shift as the steward.

(d) In the event that two or more committee persons are employed in one department or production area on the same shift, the committee shall forthwith designate to the Company one committee person in that department or production area who shall alone be entitled to handle grievances arising in such department or production area pursuant to the procedure hereinafter provided.

(e) A steward during his term of office shall be deemed to be a committee member within the meaning of clauses 6.01 to 7.06 inclusive.

(f) The Company will pay the plant negotiating committee for all time spent at any meetings agreed to by the parties at base rate.

(g) It is understood and agreed that no persons shall be eligible for election to the bargaining committee unless such employee has completed one (1) year of service in the employ of the Company. To be eligible to serve as a steward, an employee must have completed his probationary period.

(h) Should the Union decide that the selection of union representatives, members of the negotiating committee or stewards shall be by election, then and in such case, such election shall be held on the Company premises and shall be conformity with this agreement, providing the company has been notified one (1) week in advance of such election and completion of employees' shifts, it being understood that such election shall not be held on Company time. Prior to any such election, the Union and the Company will determine suitable locations and times for balloting.

(i) The Local Union President shall be a provided twenty (20) hours per week union representative paid for by the Company.

CHECK-OFF OF UNION DUES and INITIATION FEE

5.01 The parties agree that there shall be set up as of the date hereof a check-off of Union dues,

compulsory upon all employees who come within the bargaining unit, in which this agreement applies. The check-off shall continue during the life of this agreement. Every employee within the bargaining unit shall become eligible to the check-off upon completion of 40 hours worked in the first calendar month of employment within the Company.

The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members, according to its Constitution and Bylaws, for General Union purposes, as regular monthly Union dues. This check-off of Union dues shall be deducted from a pay cheque in the calendar month in which the first 40 hours of employment are completed and remitted to the Financial Secretary of Local 876, UNIFOR prior to the 19th day of the current month.

5.02 The Company shall also deduct from the pay of every employee who comes within the bargaining unit and who has completed 30 calendar days of employment with the Company, one Union initiation fee during his employment with the Company, provided the employee has not at an earlier time paid an initiation fee to the Union. The amount of the initiation fee shall be the amount fixed by the Constitution and Bylaws of the Union. The initiation fee shall be deducted from a pay cheque in the calendar month following the month in which the said 30 calendar days of employment have been completed, and remitted to the Financial Secretary of the Local along with the next remittance of Union dues as aforesaid.

5.03 The Company agrees to deduct Union dues and/or the equivalent of Union dues according to the Constitution of the UNIFOR from all employees in the bargaining unit beginning with the first month in which 40 hours of employment have been completed. Will agree to take dues off one cheque and initiation fee off another and will agree to show annual Union dues deducted on T4 Tax form.

The list will contain the employees' name, badge number, address, postal code and telephone number along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees.

The Financial Secretary of the Local Union shall notify the Company in writing of any corrections to be made in the sums deducted.

Any dispute as to the alleged breach of these provisions or to the interpretation of any of the terms of conditions thereof shall be dealt with at Step 2 of the grievance procedure.

COMPANY - UNION MEETINGS

6.01 (1) Meetings between the plant superintendent and the plant committee as defined in article 4.02 (A), shall be held within five (5) working days from the time of receipt of a detailed agenda, written or typewritten, submitted by the party requesting the meeting and outlining the matters to be discussed during the meeting.

(2) At any such meeting the plant committee shall be entitled to have present with them a representative or representatives of the National Union and the plant superintendent shall be entitled to have present with him any employees of the Company.

(3) Unless otherwise agreed, the party in receipt of the agenda will reply in writing to each of the items on the agenda discussed at such meeting within five (5) working days.

(4) In cases of grievances or discussions, including negotiations, involving Skilled Trades, a Skilled Trades Representative shall be entitled to be present.

GRIEVANCE/PROCEDURE

This grievance procedure is intended to provide an orderly and prompt settlement of grievances. It is generally understood that an employee or Union has no grievance until the Supervisor concerned first has been given an opportunity to adjust the complaint. If the employee or the Union does not receive a satisfactory answer, then the following steps of the grievance procedure must be followed:

7.01 A grievance by the Union may be initiated in writing at the second stage of the grievance procedure, provided the subject matter of the grievance is not such that it could be disposed of at the first stage of the grievance procedure on the grievance of an employee.

7.02 Any one or more of the employees may present and appeal grievances singly or in groups as individuals or through committee members and the committee in accordance with the procedure provided herein. Whenever in any stage of the procedure it is provided that action be taken by a committee member or the committee, the same action may be taken by the employee or group of employees desiring to present and settle a grievance singly or in a group as individuals.

7.03 It shall be optional with the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than five (5) working days prior to its presentation, provided however, that in the case where an employee could not have become aware of the alleged circumstances within the said five (5) working days, the said period will commence to run from the time when he/she did become aware of them.

7.04 Step 1:

Any employee having a grievance shall first **discuss** the same during working hours **with** his/her Supervisor and if he/she requests, be accompanied by his committee person. If the grievance cannot be settled by the Supervisor, the employee may, during working hours refer it to the committee member in the employees' department. The committee member, if he/she shall consider the grievance reasonable but not otherwise, shall during working hours, present it in writing to the Supervisor in the presence of the aggrieved employee. The Supervisor shall receive and discuss the grievance and shall endeavour to arrange a satisfactory settlement with the committee member and/or the aggrieved employee and shall in any event render his/her decision in writing not later than the second regular working day following the day upon which the grievance shall be received. Further time may be allowed by the committee member and/or the employee. **If it is still thought to have not been solved at this point it shall be moved to step 2 within the Grievance procedure.**

Step 2:

The Supervisors' decision may be appealed by lodging an appeal in writing with the Company management directly or through the chairperson of the committee within two regular working days after receipt of the supervisors' decision. The grievance shall be discussed at a meeting or meetings between the **Human Resources Manager**, Supervisor, **the Supervisor's Manager** and the committee to be held on notice to be given not later than five (5) working days after the receipt of the supervisors' decision, at such time as may be agreed upon and if no time is agreed upon, within five regular working days following the receipt of the notice. Further time may be allowed by either party. A **national** or local representative may attend such meetings.

7.05 To expedite the settlement of a grievance, the management shall begin an investigation as soon as possible after the grievance is reported by the committee and shall make every effort to become fully informed concerning and to be prepared to act promptly upon the grievance.

7.06 An aggrieved employee represented by a committee member of the committee shall, if requested by the Company or the Union, participate in the discussion, if any, of his/**her** grievance with the ~~Factory~~ Manager or the management.

ARBITRATION

8.01 In the event that no accord is reached through the grievance procedure herein provided:

- (a) When either party to this agreement requests that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this agreement.
- b) The party to whom such request is directed shall immediately write to the arbitrator whose name is next in the sequence of rotation seeking a date for arbitration. The arbitrators and the sequence of their rotation are as follows:
 - 1) Peter Chauvin
 - 2) Randy Levinson
 - 3) Daniel Randazzo
- c) Should any of the arbitrators constituting the panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned shall forthwith submit to the other party to this agreement a list of four (4) nominees from which shall be selected one (1) nominee to replace the arbitrator who has withdrawn or resigned.
- d) The arbitrator shall act in rotation with respect to each successive grievance that is referred to arbitration. Should the arbitrator to whom the reference is made be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to him, then he/she shall be passed over to the next arbitrator on the list.
- e) The expenses of the arbitrator shall be shared equally between the parties.
- f) At the request of either party or the arbitrator, all reasonable arrangements shall be made to permit the arbitrator to take a view of the premises in question or the site at which the dispute took place together with the representatives of both parties and material witnesses who may be involved.

8.02 As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post third step grievance to a grievance commissioner in the following procedure:

- a) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred to him hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an

arbitrator under clause 8.01.

b) Through the grievance commissioner, the parties desire the expeditious means for the effective disposition of grievances, which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the grievance commissioner are set out in this Article.

c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:

- i) be consistent with the provisions of this agreement.
- ii) be confined to the grievance referred to him.

d) The Union and the Company shall each be responsible for one half the expenses and fees payable to the grievance commissioner.

e) The parties, when referring a grievance to a grievance commissioner, shall also provide him with the Step 1 summary (or as amended by the agreement of the parties) and the decisions of the management representatives at Step 3.

f) The parties shall supply the grievance commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the grievance commissioner.

g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearings.

h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the grievance commissioner may permit or require, but the grievance commissioner shall not be obligated to conform to the rules of evidence.

i) The grievance commissioner must render his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his decision has been rendered, the grievance commissioner shall deliver brief reasons but such reasons shall not form part of his decision. The list of grievance commissioners identified to expedite the disposition of the grievance under 8.02 are:

- 1) Peter Chauvin
- 2) Randy Levinson
- 3) Patric Whyte
- 4) Daniel Randazzo

j) The parties shall jointly write to the grievance commissioner whose name is next in the sequence of rotation seeking a date for a hearing. The grievance commissioners and the sequence of their rotation are specified in (1) above.

k) Should any of the grievance commissioners constituting the panel of grievance commissioners withdraw or resign from the panel, then the party who nominated the grievance commissioner who has withdrawn or resigned shall forthwith submit to the other party a list of four (4) nominees from which shall be selected one (1) nominee to replace the grievance commissioner who has withdrawn or resigned.

Should the grievance commissioner in rotation be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to him, then he/she shall be passed over to the other grievance commissioner on the list.

8.03 In the event of failure to agree, the Company and the Union shall submit a joint request to the Minister of Labour for Ontario to appoint an Arbitrator.

8.04 The arbitrator shall not have the authority to alter, modify or amend any part of this Agreement, nor make any decisions inconsistent with the provisions thereof. It is mutually agreed that the arbitrator shall have the right to modify any penalty.

8.05 After a grievance has been referred to arbitration, either party may request a meeting between the appropriate representatives of the parties to attempt to resolve the problem.

SUSPENSION OR DISCHARGE

9.01 The following procedure will apply when a seniority employee is to be given a written reprimand or Suspension:

(a) When the Company believes an offence has been committed that warrants a written reprimand or suspension, the employee with a Union representative will be interviewed in an office and advised of the alleged offence within two (2) working days of the Company becoming aware of the infraction. This time limit will not apply in cases of absenteeism.

(b) Following a full investigation by both parties, to be completed within two (2) days of the employee being advised of the offence, unless a longer period is needed and mutually agreed upon, the Union will be advised of the penalty to be imposed and a meeting will take place with the employee to advise them of the penalty.

(c) When the Union disagrees with the penalty stated above, a meeting may be requested with the employee, the chairperson or his/her designate, and the Manager of Human Resources or his/her designate to be held prior to the employee losing time because of the penalty to be imposed, to attempt to mitigate the discipline. After consideration of the Union's position, the Company will impose the disciplinary action they believe is appropriate under the circumstances. It is understood that Article (c) may not apply to written reprimands.

(d) If after Step (c) the Union still feels the issue has not been properly addressed, it shall be dealt with at Step 3 of the Grievance procedure.

9.02 (a) Article 9.01 shall not apply when the alleged violation may endanger the safety of the employee himself or other employees or be of such a nature that it would be inadvisable to retain the

employee in the plant, e.g. such violations involving drunkenness, immoral conduct, theft, sabotage, fighting or matters of a similar nature.

(b) In such cases, the Company may immediately remove such employee from the premises.

9.03 (a) The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee having seniority. He/she shall have the right to interview their committee person or steward in a suitable place for a reasonable period of time before leaving the plant premises. The discharged or suspended employee shall present the grievance in writing, signed by him, to the Company management at any time within three normal working days next following the day on which the discharge or suspension takes place.

The management will review the discharge or suspension with the employee and the committee and render its decision in writing within three (3) normal working days after said review. The consideration of his grievance may include not only the merits of the case, but also what, if any compensation shall be paid for the time lost in the event his reinstatement is agreed upon. The word "committee" as used in this paragraph shall mean the committee mentioned in Section 4.02 (a) or a quorum thereof.

9.04 (a) A copy of all reprimand notations will be given to the employee (including probationary employees) and the Union and such notice will become part of the employees' personnel record. If an employee has had a reprimand notation placed on his/her record and has since the date of that placement, been employed for a period of twelve (12) calendar months for absenteeism and all other offences without having further reprimand notation placed on his/her record, it is understood that said reprimand or any prior reprimands shall not be used against him.

SENIORITY

10.01 Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security and promotional opportunity based on length of continuous service with the Company.

PROBATIONARY PERIOD

(MASTER LIST)

10.02 (a) An employee shall have no seniority rights or claim to a job until he/she is entitled to have his name placed on the Master Seniority List and until that time shall be a probationary employee.

(b) His name shall be placed on the Master List as of the date of hiring after 60 working days of continuous employment within any period of 12 consecutive months.

In the application of this article, employment will also include days in which the employee receives statutory holiday pay. Eg: for paid dates – this would count to overall seniority when counted to confirm date.

(c) The date of hiring of an employee placed on the Master List after 60 working days of intermittent employment within any period of 12 consecutive months shall be considered to be the date 60 working days prior to the date upon which he/she completed his probationary period.

(c1) When students are hired, they shall not accumulate seniority and shall be considered as probationary (without right to recall) employees. If, however, it is ascertained that the student is

not returning to school, and is seeking permanent employment, he/she will be given an opportunity to apply to a future vacancy and be reclassified as a normal "hire" and seniority date will apply from this normal hire date for all purposes of this Agreement. No students may be retained in the event a layoff or work shortage occurs. Any violation of this article shall result in 100% payment to the seniority members affected.

(d) Employees must complete 4 hours of work before the day is counted towards seniority. Any employee sent home by the Company before completing four hours' work will have the day count towards their seniority. However, employees going home as a result of sickness or personal reasons before completing four hours, will not have the day count towards seniority.

(e) Until an employee is entitled to be placed on the Master List, he/she shall not be deemed to have been doing work within an occupational group.

(f) When an employee shall have completed 30 working days within an occupational group he/she shall be entitled to have his/her occupational group seniority coincide with his Master List seniority.

(g) Notwithstanding anything herein contained to the contrary, the trial period with will be 50 working days.

When an employee shall have completed 50 working days within Group 7, 17, 37, 39, 50 and 66 they shall be entitled to have their occupational group seniority based upon their original date of hiring to coincide with their Master List seniority.

(h) The probationary period for new employees may be extended by mutual agreement between the Company and the Union for a period not to exceed fifteen (15) working days.

POOL HELP

10.03 Employees while not employed within an occupational group shall be described as working in the pool or as pool help.

10.04 The Master List and the lists for each occupational group, the accuracy of which has been agreed to by the Chairperson of the Committee on behalf of the Union in writing, shall be maintained at all times by the Company and shall be available to the Committee for inspection at all reasonable times. The Company shall post a revised copy of the said list every three (3) months.

INFORMATION TO THE UNION

10.05 The following information shall be provided to the Local Union as frequently as indicated.

(A) Upon completion of the appropriate Company documents:

- (i) Copy of starting slip of all new employees.
- (ii) Copy of Job Postings and list of successful and unsuccessful applicants.
- (iii) Copies of any written disciplinary action or discussion that will be entered in the employees personnel file.
- (iv) Copy of termination notice.
- (v) Copy of Daily Absentee List (W.S.I.B.; S & A, L.T.D.)

(B) On a quarterly basis:

- (i) A Master List covering all employees who have served their probationary period.
- (ii) A list for each Occupational Group
- (iii) A list covering all employees showing birth date, phone number, except unlisted numbers unless authorized by employee, and seniority.

(C) A list covering all employees showing date of birth, social insurance number and address upon request, but not exceeding once per year.

SENIORITY GENERAL

10.06 When the Company is operating two or more shifts, the employees shall rotate, where practicable, and shall work on the shift to which they are assigned, and, except in the case of a lay-off, shall not be entitled to exercise seniority on a shift to which they have not been assigned,

10.07 (a) In the event of an employee suffering a major disability exception may be made to the seniority provisions of this agreement in favour of such employee, but in the event of a lay-off, he/she shall be subject to the seniority provisions of this agreement which would have applied had he/she not been disabled. Following recall after a lay-off, exception may again be made to the seniority provisions of this agreement in favour of such employee.

(b) Notwithstanding the provisions of Article 10.07 (a) where practicable the plant committeepersons and the following officers of the Local, the President, Vice-President, Financial Secretary, and Recording Secretary shall be retained on the day shift and it shall be deemed to be practicable if the employee concerned is working in pool or in an occupational group having five (5) or more employees therein.

(c) A Union Representative, who because of their position in the Union, is required to change jobs because of their Union position, will be returned to their previous job once they no longer hold a Union position and the Company has been notified by the Union

10.08 Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall only accumulate the seniority acquired while in the bargaining unit. The employee returning to the bargaining unit will be permitted to replace the junior employee in his former classification for a period of up to six (6) months after such promotion, seniority permitting. After six (6) months out of the bargaining unit he/she will be permitted to replace the junior employee in the bargaining unit only.

10.09 Pool employees will be moved by seniority and returned where it is practical to do so without interrupting production, it being the intention of this section that the junior employee is the one to take the move.

10.10 Seniority employees who apply for such a job opening in a direct or indirect group, will after the lapse of 3 working days, be placed in such group if he/she is able to do the work required of him after 4 days of instruction.

LOSS OF SENIORITY

11.01 Seniority rights shall cease for any one of the following reasons:

- (1) If the employee quits and an employee shall be deemed to have quit when:
 - (a) he/she gives notice, in writing, of his desire to leave the Company's employment.
 - (b) he/she is absent for more than three working days without having applied for and obtained a leave of absence for a definite period from the management unless it was not reasonably possible for the employee to make application for leave.
 - (c) he/she is absent for seven consecutive days due to illness or injury unless the Company is notified of such condition by the employee or his Agent within the said seven days, provided, however, that such notification shall be deemed to have been given if the employee is incapacitated to the extent that he/she cannot notify the Company within the time and in the manner, aforesaid.
 - (d) he/she fails to report for work at the expiration of a leave of absence, unless the employee furnishes a reason satisfactory to the Company for his failure to report.
- (2) If the employee fails to report for work after a lay-off within five (5) days after notification that he/she should return shall have been delivered or sent registered mail to the last address given to the Company by the employee.
- (3) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (4) In case of non-employment by the Company for a period of thirty-six (36) months or for non-seniority employees, a period of twelve (12) months.

LAY-OFF

12.01 In the event of a lay-off of an employee after four hours of a shift have elapsed, seniority for the balance of the shift shall not be exercisable by him except in pool.

12.02 Subject as aforesaid, seniority rights of employees shall be exercised upon a lay-off as follows:

- (a) An employee in an occupational group shall be entitled to seniority over an employee in that occupational group having less seniority if able to do the different work required of him or them.
- (b) An employee laid off from an occupational group shall be entitled to seniority rights (by reference to the Master List) among pool help, only if able to do the different type of work required of him. The Company shall after the lapse of two (2) working days place such employee within another occupational group if he/she has seniority therein and if he/she are able to do the work required of them and lay off an employee from such latter group who in turn may exercise their seniority among pool help.
- (c) In addition to the rights given an employee by Section 12.03 on the lay-off of an employee

working in the pool, seniority shall be exercised among pool help (and in Groups 40) by reference to the Master List, provided the one with the greater seniority is able to do the different type of work required of him.

(d) An employee laid off while working on one shift shall not be entitled to exercise his or her seniority rights upon another shift until after the lapse of one working day, exclusive of the day of lay-off.

The company may however permit the exercise of the said rights after the lapse of one working day (at least 24 hours from the end of their shift). For example, an employee laid off from their afternoon shift on Tuesday would not be entitled to exercise seniority until the beginning of Thursday's midnight or day shift. (Wed. midnight shift)

(e) In the event of breakage of tools or the happening of unforeseen contingencies the Company will temporarily transfer an employee for the remainder of the shift to work other than his or her usual work, and in such events seniority rights shall be exercised in pool only.

(f) In the event of an indefinite reduction of an occupational group or in the event of a plant lay-off, and where practical, a list of the employees to be affected thereby will be provided to the Plant Committee Chairperson at least one week prior to the effective date of the reduction or lay-off.

(g) An employee when transferred to an occupational group (not pool) shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary to the Company provided however that such employee shall not be considered to be serving a trial period after completing thirty (30) working days within such group. He/she shall, however, for such number of days (not to exceed thirty) receive the same rate of pay received by him at the time of transfer and shall for such time retain his seniority, if any, within the group from which he/she was transferred

(h) Employees transferred will receive the rate of his job or the rate of the job he/she is transferred to, whichever is higher, for the balance of the shift. If an employee is working on a paid lunch shift (3 shift operation) and is transferred to a two shift operation due to absenteeism etc. He/she will continue on a paid lunch assigned shift schedule unless otherwise mutually agreed upon to work the extra ½ hr required as to not effect production. The employee upon acceptance of the extra ½ hr will receive time and a half or double time depending on the day this request is accepted. The employees shall receive the higher rate for the remainder of the shift. If given notice for the remainder of the week to attend to the new assigned area the employee will follow the assigned hrs at the same rate.

12.03 (1) If an employee is laid off from pool and if he/she has more seniority according to the Master Seniority List than an employee working in a direct Occupational Group, he/she shall, after the lapse of one working day, be placed in such Occupational Group, if he/she is able to do the work required of him after 3 days of instruction and the employee replaced in such Occupational Group may exercise his seniority rights, if any, as herein before provided for.

(2) If an employee is laid off from pool and if he/she has more seniority according to the Master Seniority List than an employee working in an indirect Occupational Group, he/she shall, after the lapse of one working day, be placed in such Occupational Group, if he/she is able to do the work required of him without training and at the normal level of quality production, or at a

level of quality production which will satisfy the Company that he/she will be able to achieve the normal level of quality production in a reasonably short period of time, and the employee replaced in the Occupational Group may exercise his seniority rights, if any, as herein before provided.

Letter of Understanding

(3) This letter of intent is meant to clarify Sections 12:02(b), 12:03 (1) and 12:03 (2) of the Collective Labour Agreement between Cooper Standard Automotive Canada Limited and the National Automobile, Aerospace and Transportation and General Workers Union of Canada (UNIFOR) - Canada and Local 876 at Georgetown.

12.02 (b) An employee laid off from an Occupational Group will be moved by seniority to Pool and to another Occupational Group within 2 days if he/she has seniority in the second group and is able to do the work required.

12.03 (1) If the employee is laid off from Pool and has no other Occupational Group seniority, he/she will be moved to a Direct Labour Occupational Group and given 3 days of instruction, seniority providing.

12.03 (2) As a final provision before an employee is laid off to the street, the Company will move the employee into an Indirect Occupational Group if the employee is able to do the work required of him without training and at the normal level of quality production which will satisfy the Company.

12.04 Notwithstanding their seniority status, plant committee persons shall be continued at work as long as work of their classification or work in the department they represent is available in the plant, and which they are able and willing to do.

12.05 The number of Committee members to be determined as follows:

- 1) If 49 or less secondary employees are working, there shall be three (3) Union committee members.
- 2) If between 50-99 employees are working in secondary, there shall be four (4) Union committee members.
- 3) If there are 100 or more employees, there shall be five (5) Union Committee members as long as they are able and willing to do the work.
- 4) The President of the Local shall be exempt from this clause and shall be the last employee to be laid off.

Exceptions to the above are as follows:

- a) If Extrusion is working but not secondary, then the sliding scale will be applied as long as the Union representatives hold seniority in the Occupational Group. Likewise, if all production is on layoff but skilled trades are working, then only the Union President or designate will be brought in.

- b) If Extrusion only is working, one (1) Union Representation per shift will be retained, i.e. 1 holds extrusion seniority, balance Group 40 and 1 Pool to maximum of 3 Pool or 3 Extrusion holding extrusion Occupational Group.

JOB POSTING

13.01 Postings for all Occupational Group jobs will appear on Bulletin boards, whether it will be for replacement or backup personnel. The posting shall include the number of people required except when it may not be possible due to new lines or cells ramping up.

13.02 A selection under this section will be based on seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the job.

The Company agrees in the application of article 13 to provide interested employees with instruction during the trial period to assist them better familiarize themselves with the necessary processes and methods to properly perform the job.

13.03 A Vacancy shall be defined as an open position created by:

(1) a need to increase the work force.

(2) the termination, transfer or movement of an employee from an existing position.

(a) Permanent job openings, except in pool, shall be posted for a period of 48 hours.

(b) Before a final selection on a job posting the Company will forthwith advise the Union of its selection and will for a period of 48 hours hear representations from the Union with respect to the selection made.

(c) All applicants not selected who have greater seniority than the successful applicant will be re-interviewed by the Plant Superintendent or his representative and following the interview, the Company will advise the Union Committee of its position and will for a period of 48 hours hear representations from the Committee and/or the rejected employee with respect to his rejection.

(d) The successful applicant shall start training within 4 weeks of the selection being made and posted. The time limits may be extended by mutual agreement between the Company and the Union.

13.04 (a) The Trial period within Occupational Groups shall be 30 working days.

(b) Notwithstanding anything herein contained to the contrary, the trial period with groups 7, 17, 36, 37, 39, 40, 49, 50, and 66 will be 50 working days.

(c) A successful applicant on a job posting may not, without the consent of the Company and the Union, apply on a subsequent posting for a period of four (4) months from the date of his final selection.

(d) (1) A backup position will be posted for 7, 36, 37, 39, 40, 49, 50, and 66 and any others that the Union and Company mutually agree upon.

(2) a) Backups will be trained within sixty (60) working days of selection of the posting, or longer if mutually agreeable.

b) The Company will make every reasonable effort for backups to be utilized for a minimum of four (4) hours training at one time. May be utilized for less than four (4) hours for lateness.

(3) Backups will be eligible to work overtime as a person normally performing the work if they are actually working on the job, or after all employees who have occupational group seniority.

(4) Should a backup refuse to fill a position for whatever reason, they will be removed from the backup list for that occupational group

(5) Backups for absenteeism and emergencies - The Company will make every reasonable effort to utilize backup employees during the balance of the shift. Backups shall not accumulate occupational group seniority.

(6) When requiring Backups or full occupational group employees or vacancies due to absenteeism, etc. the Company shall canvass beginning with the most senior occupational group member on shift and then descending until the most junior occupational or backup member on shift. (Not currently working within the group). The junior employee shall be required to accept the assignment.

(e) Backups may be utilized during the posting procedure to maintain production requirements while the successful posting applicant is being trained during the trial period. It is understood that the use of backups will not circumvent the posting procedure.

13.05 Within Quality Group 17:

- testing threshold at 65% and then master overall seniority will be the basis of selection of candidates
- Company to provide Union a list of subjects that are on the test so that the applicants can properly prepare
- In the event of a dispute with the test results, the Union will be allowed the opportunity to review the test in question

PAID HOLIDAYS

14.01 An employee shall receive holiday pay for the following days:

Thanksgiving Day	October 14, 2019
Christmas Holiday 1	December 24, 2019
Christmas Day	December 25, 2019
Boxing Day	December 26, 2019
Christmas Holiday 2	December 27, 2019
Christmas Holiday 3	December 30, 2019
New Year's Day-2020	January 1, 2020

2020

Good Friday	April 10, 2020
Easter Monday	April 13, 2020
Victoria Day	May 18, 2020
Canada Day	July 1, 2020 **

Civic Holiday	August 3, 2020
Labour Day	September 7, 2020
Thanksgiving Day	October 12, 2020
Christmas Holiday 1	December 24, 2020
Christmas Day	December 25, 2020
Boxing Day	December 28, 2020
Christmas Holiday 2	December 29, 2020
Christmas Holiday 3	December 30, 2020
New Year's Day-2021	January 1, 2021

2021

Good Friday	April 2, 2021
Easter Monday	April 5, 2021
Victoria Day	May 24, 2021
Canada Day	July 2, 2021
Civic Holiday	August 2, 2021
Labour Day	September 6, 2021
Thanksgiving Day	October 11, 2021
Christmas Holiday 1	December 24, 2021
Christmas Day	December 27, 2021
Boxing Day	December 28, 2021
Christmas Holiday 2	December 29, 2021
Christmas Holiday 3	December 30, 2021
New Year's Day-2022	January 3, 2022

2022

Good Friday	April 15, 2022
Easter Monday	April 18, 2022
Victoria Day	May 23, 2022
Canada Day	July 1, 2022
Civic Holiday	August 1, 2022
Labour Day	September 5, 2022
Thanksgiving Day	October 10, 2022

(a) The employee, in order to qualify for such holiday pay, must have completed thirty (30) calendar days of employment with the Company and must work on the regular scheduled shift immediately preceding and following the holiday, unless absent one of such shifts, but not both, with good reason acceptable to the Company. Good reason shall include lay-off, approved Leave of Absence, Union Business, receiving benefits under Sickness and Accident insurance or W.S.I.B., etc.

(b) If an employee complies with subparagraph (a), but fails to work on either his last scheduled working day before or his next scheduled working day following the holiday and such failure was unavoidable, the Company will credit the employee with having worked on the said day or days if he/she proves to the satisfaction of the Company that his failure to work was unavoidable.

(c) Provided, however, that if an employee is receiving benefits under sickness and accident insurance or W.S.I.B. for a period of not more than thirty (30) calendar days, he/she shall be deemed to have been

working on the said days, then, in that event, the said period of thirty (30) calendar days shall be extended retrospectively to cover the period during which such benefits are received to a total of not more than thirty (30) calendar days and he/she shall be deemed to have been working during such extended period.

(d) For the purpose of this section, an employee on leave of absence for not longer than three (3) weeks immediately before and/or three (3) weeks immediately following their vacation period, shall be deemed to have complied with 14.02.

(e) The Company agrees to adhere to the Collective Labour Agreement for absences of employees of less than thirty (30) calendar days due to confirmed sickness or a WSIB claim. The Company will administer a “top up” for these affected employees.

**** July 1, 2020 Canada Day Holiday can be moved by mutual agreement between the Company and the Union.**

14.02 The amount of holiday pay shall be:

(1) for employees working on a direct or an indirect labour basis, eight (8) hours at base rate

14.03 An employee laid off during the thirty (30) calendar days immediately preceding the day of the observance of the holiday shall receive a holiday pay if he/she works his last scheduled work day during the said thirty (30) calendar days provided the lay-off is not due to a disciplinary measure or unauthorized work stoppage.

14.04 An employee who works on such paid holidays shall be paid double time for all hours worked where applicable, and in addition holiday pay.

VACATIONS

15.01 The vacation shutdown will be posted by March 31st of each calendar year. Employees with more than two (2) weeks of vacation entitlement may apply for weeks other than those posted for the next 10 days following the posting. The Company will review the requests and respond by April 30th with a decision of approval or rejection based upon seniority within the Department. Subsequent to April 30th, all vacation requests will be approved or denied on a first come first serve basis to the employee concerned when possible within 2 weeks of applying for the vacation. The purpose of this clause is to allow senior employees the opportunity to maximize their vacation entitlement during prime vacation periods. For vacation periods, other than shutdown, approved vacations may only be changed by mutual agreement between the Company and the Employee.

Vacation pay accrual amount will be validated, in writing, to the Union in June prior to pay-out.

RELIGIOUS HOLIDAYS

The Company will review and grant where practical a 4 (four) hour leave of absence with 1 (one) week notice after the following has been exhausted by the employees:

switch shifts: alternative arrival and/or departure times: staggered work hours:
or a variation of lunch breaks.

15.02 VACATIONS AND VACATION PAY

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

YEARS OF SERVICE	ALLOWED WEEKS	% OF GROSS EARNINGS
Up to 1 year	1	4%
2	2	4%
3	2	4%
4	2	4%
5	3	6%
6	3	6%
7	3	6%
8	3	6%
9	3	6%
10	3	6%
11	3	6%
12	4	8%
13	4	8%
14	4	8%
15	4	8%
16	4	8%
17	4	8%
18	4	8%
19	4	8%
20	4	9%
21	4	9%
22	4	9%
23	4	9%
24	4	9%
25 plus	5	11%

Vacations with pay shall be granted to employees of the Company based on their seniority as of

December 3 each year as outlined below:

- 1- **4** years – 2 weeks (80 hours)
- 5- **11** years – 3 weeks (120 hours)
- 12 – **24** years– 4 weeks (160 hours)
- 25 years plus – 5 weeks (200 hours)

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

- | | |
|-------------------------------------------------|-----|
| 1. Four years or less seniority | 4% |
| 2. Five to eleven years seniority | 6% |
| 3. Twelve to nineteen years seniority | 8% |
| 4. Twenty to twenty-four years seniority | 9% |
| 5. Twenty-five years and more seniority | 11% |

(a) The fifth week of vacation may or may not be given consecutively to the first four weeks depending on the Company commitments and/or requirements.

(b) The vacation period of an employee shall be extended by one day for each paid holiday which is celebrated under Article 14.01 during their vacation period.

(c) All employees must take the minimum vacation requirement of 2 (two) weeks during the vacation year as per the Employment Standards Act.

(d) The Vacation year shall be from July 1st through to June 30th. Vacations must be completed by **June 30th** and cannot accumulate or be taken in subsequent vacation years.

(e) Vacation pays will be issued to employees prior to each year's **plant** shutdown of each year. **An employee who wishes to withhold a part of their vacation pay until their vacation is taken, must advise the company in writing prior to May 31st of each calendar year. Then provided that an employee gives the Company notice by 12pm of the Thursday prior to the week in which they wish to take their vacation, they will be eligible to receive vacation pay as they take their vacations. Pay will be calculated to coincide with the number of full days used using the following formula: 1-one week's pay shall equal vacation pay accrual divided by number of weeks of entitlement. Any remaining unpaid vacation monies shall be processed for employees the first week of December.**

For clarification purposes single vacation days can be paid days.

(Moved from LOU #17)

For Vacation Pay the following is the new agreed upon procedure:

- **all vacation entitlement will be paid to employees prior to the plant shutdown**

Unless:

- **written notification of your wish for the company to withhold a part of your vacation pay is received by Human Resources no later than May 31st**

Then:

- **on vacation requests, the remainder of vacation money will be paid on a 1 week at a time basis for vacations taken prior to December 1st, 3 consecutive days of vacation must be used to be paid for 1 week**
- **Once a request for payment has been made, it cannot be stopped and must be received 10 business days prior to the vacation in order to be paid.**
- **all unpaid vacation money will be processed the first week of December**
- **After the initial July payment, vacation money will be placed on your regular pay stub, separate vacation pay stubs shall not be issued.**

LEAVE OF ABSENCE

16.01 (a) Leave of Absence with accumulation of seniority will be granted upon application to any employee with seniority elected or appointed to an office in the National Union or Local 876 thereof, during the term of said office and to other employees for the time necessarily expended while going to, attending and returning from, the regular sessions of a convention of the National Union or other Union or Local meeting as a delegate or representative, provided however, that leave of absence shall not be granted to more than three employees for attendance at any such convention or meeting. Leave of absence as aforesaid may be granted to more than three employees in cases where the Company and the Union agree upon the larger number.

Leaves for any other Union business will be requested with as much advance notice as possible. Such leave requests will not be unreasonably denied, business conditions permitting.

(b) The Company agrees to grant leave of absence in cases of bona fide illness or injury, with seniority accumulated as provided for in Section 11.01, No. 4. The duration of such leave shall be dependent on the nature of the illness or injury, the medical aspects of the case and the effort the employee is making to restore themselves to normal health.

(c) Employees will be entitled to ~~10~~ Emergency Leave days per calendar **year in accordance with the Ontario Employment Standards Act, the Regulations to the Act and any subsequent changes, modifications, or amendments and thereto shall govern the actual circumstances of the leave.**

PREGNANCY/PARENTAL LEAVE

17.01 Pregnancy and/or Parental leave will be granted without pay to seniority employees who qualify in accordance with the Ontario Employment Standards Act, the Regulations to the Act and any subsequent changes, modifications, or amendments and thereto shall govern the actual circumstances of the leave.

An employee will be required to provide the Company with at least two weeks' written notice before beginning the pregnancy and/or parental leave and in situations of pregnancy leave provide a certificate from a medical practitioner stating their expected due date.

Pregnancy leave

Pregnant employees have the right to take pregnancy leave of up to 17 weeks, or longer in certain circumstances, of unpaid time off work.

Parental leave

Both new parents have the right to take parental leave of up to 61 or 63 weeks of unpaid time off work.

Birth mothers who take pregnancy leave are entitled to take up to 61 weeks of parental leave. All other new parents are entitled to take up to 63 weeks of parental leave.

The Company will return such employees to their former classification upon their return to work, seniority permitting.

17.02 During **pregnancy**/parental leave, the employee **will continue to accumulate seniority and** to participate in each benefit plan that the employee was previously enrolled in, unless he/she elects in writing not to do so.

JURY DUTY

18.01 Employees called for jury service or as subpoenaed crown witnesses shall be excused from work for the days on which they serve and shall receive for each day of jury service or as a subpoenaed crown witness, base rate where applicable. Employees shall present proof of service and the amount of pay received.

An employee working the midnight shift schedule will be allowed an additional shift off with pay if the employee is required to be present under this clause beyond 12 noon. The employee will provide two (2) weeks notice whenever possible.

BEREAVEMENT LEAVE

19.01 In the event of bereavement of the employees' family, which shall include father, mother, husband, wife, grandparents, son, daughter, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, stepsister, stepbrother, step-children, spouse's parents, spouse's grandparents, common-law spouse and parents and grandparents which may necessitate an employee to be absent from his scheduled work within his normal work week. Claim for payment for lost time on normal hours for three consecutive working days including the funeral day, may be made to the Company after the occurrence and with a submission of proof. Payment for such time ~~so lost~~ shall be at the employees' base rate where applicable. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under the section for such day or days.

The above is intended to allow bereaved employees three (3) normal working days off with pay, not including statutory holidays. This period will be extended to five (5) working days upon the death of an employee's dependent spouse or child. When the Company is notified during an employee's vacation that a death has occurred in the employee's family, as identified above, the vacation will be extended by the length of the bereavement taken and the employee will receive bereavement for those days.

19.01(b) Unpaid **personal** leave (maximum one 1 day) for an employee to attend the funeral of an aunt,

uncle, niece, or nephew will be granted by the Company.

HOURS OF WORK, PAY AND OVERTIME

20.01 The regular pay period shall be one (1) week of seven (7) days regardless of the day upon which it starts.

20.02 The regular work period shall be forty (40) hours, consisting of eight (8) regular working hours per day upon each regular work day which shall be Monday through Friday inclusive. When deemed necessary by the Company, the employee shall work additional hours on the above days and on Saturday and Sunday. The starting hour each day shall be determined by the Company.

Weekend (Saturday and/or Sunday) overtime shifts will be scheduled no less than four (4) hour periods. For clarity an employee will be entitled to work a minimum of four (4) hours at the applicable overtime premium. Should an employee complete the work prior to the four (4) hours minimum and volunteer to leave the plant, the employee will receive the overtime premium for time worked only.

20.03 A day shall consist of twenty-four (24) hours and shall commence with the starting time of an employees' shift.

If an employee is directed by the Company to transfer from one shift to another with less than eight hours (8) before the commencement of their new shift, he/she will be paid at the applicable overtime rate for all hours worked on his/her next regular shift.

HOURS OF LABOUR AND PAY

20.04 (a) The base rates of pay shall be set out in Schedule "A" hereto annexed. Any rate altered, amended or established by the Company incidental to the establishment of an Occupational Group or the restriction or expansion of an Occupational Group may be the subject matter of a grievance.

(b) Earnings shall be the greater of -

(1) the base rate or

(2) the base rate plus that percentage of the base rate by which the employees' production on a full shift plus overtime exceeds the standard of production as predetermined by the Company.

(3) In the event of overtime the employee shall be paid on the basis provided in the next preceding paragraph plus 50% of his base rate per hour overtime worked on Monday through Saturday and 100% of his base rate on Sunday for hours worked.

20.05 All hours worked in addition to the eight (8) hours upon a regular work day and all hours worked upon a Saturday shall be considered overtime and paid for at a rate of time and one-half.

All hours worked outside an employees regular scheduled shift shall be considered overtime and paid at the applicable overtime rate of pay if the employee is sent home by the Company and cannot work their regular shift hours unless it is by an Act of God that employees are sent home.

20.06 (1) All hours worked by employees, upon a Sunday shall be paid for at the rate of double time.

(2) All hours worked by employees in excess of twelve (12) consecutive hours shall be paid at the rate of double time.

(3) In the event there are more than eight (8) employees working overtime in a department, the Union representative of that area will be entitled to work overtime also to represent such employees, providing he/she is able to perform the work to be done.

STANDARDS

20.07

TIME STUDY REPRESENTATIVE

It is understood and agreed that the services to provide a Local Union Time Study Representative will continue during the term of this agreement as follows:

Said representative will be paid by the Company for the time which it is necessary for him/her to lose his/her regular duties, in order to attend Time Study Training Courses jointly approved by the Company and the Union.

Fees for such Company approved time study courses and the expenses relating thereto will be borne by the Company.

Upon his/her appointment the Company will then initiate a training program for the said local Union Time Study Representative.

When necessary, the Local Union Time Study Representative shall have access to such Company time study records that are required in the performance of such duties.

At the request of the Union to the Supervisor Industrial Engineering, the local Union Time Study Representative will be excused from his/her regular duties where possible to investigate and study standard grievances, attend meetings that involve violation of standards and attend time study training courses which have been approved by the Company.

DEVELOPMENT OF STANDARDS

(a) STANDARD TIME

The standard time per piece produced is the length of time required by an average qualified operator working at normal pace and under standard conditions to produce one piece. This time is determined by stop-watch timestudy observation or standard data derived from timestudy in the Company's Georgetown Plant.

(b) Allowance for Miscellaneous Work and Short Unavoidable Delays

In each job, there are miscellaneous work elements, such as obtaining stock, handling scrap pieces, disposing of finished work and miscellaneous delays inherent in the job. The normal time required to perform such work is added to and becomes a part of the standard time per piece.

Also, an allowance of 3% is made to cover short unavoidable delays which occur irregularly, such as interruptions by oilers, inspectors, and instructions from the supervisor.

(c) Allowance for Fatigue

An allowance of 5% is included in the standard for fatigue.

(d) Allowance for Personal Needs

An allowance of 6.25% is included in the standard for personal needs and end-of-shift clean-up.

(e) Scrap Allowance

In some operations, there is a certain amount of unavoidable scrap. The normal time lost making and handling scrap which cannot be avoided by close attention on the part of the operator is added to and becomes part of the standard time per piece. The operator turns in his production separately - good pieces and scrap pieces.

INSTALLATION OF STANDARDS

The Company will establish standards when and wherever practical. Employees being time-studied will be told why the study is being made. The result of the standard will be given to the employees involved. Standards start on the date the standard is installed. All current rates will be listed in routing books or on the computer and made readily available to employees.

The Union may at any reasonable time and from time to time have a timestudy expert from its engineering department attend at the Company's plant to inquire into the particulars of any established and installed standard, and the Company shall furnish all reasonable and relevant information necessary to enable the expert to complete the said enquiry.

If the employees or the Union feel that an established standard is too high and should be restudied, they are at liberty to request this.

OVERTIME

20.08 (a) Overtime will be equitably distributed among those employees normally performing the work to be done on the line or Department, on the shift the overtime occurs.

Department is defined for example as GMX 352, KL, etc.

- The person who has the least amount of overtime hours working on the job will be asked first.
- If the Company is unable to obtain sufficient employees among those employees normally performing the work, the opportunity will be given to the employees with the least amount of overtime on the same shift, in the department, who are capable of performing the work, without training. The term 'without training' applies to Occupational Groups.
- In cases where overtime hours are equal between two or more employees within the group or classification, the overtime opportunity will be offered to the senior employee.
- Weekend overtime will be posted by the Punch Clock no later than Thursday Noon, whenever possible. If there are any employees who were missed and wish to work the overtime, they must

contact their Supervisor and/or Union person, prior to the end of their normal work week.

- When there is a Shift change and overtime is required for the weekend, the current shift sheet will be asked for Saturday overtime and if overtime is required for Sunday, the following week Shift Sheet will be used.
- The Union will furnish at all times a Committee person to work with the Human Resources Department to distribute equitable overtime.
- An employee who refuses to work overtime will be charged with the overtime hours and the opportunity will be passed on to the next employee.
- When an employee changes from one classification to another, as a result of a job posting, he/she will be averaged into the new classification/group.
- All employees will be charged for overtime hours scheduled or asked, or if they are not available but would have otherwise been asked to work.
- Employees will be asked once. If the employee does not have a definite answer, it will be considered a "no" by the Supervisor and that employee will be required to advise the Supervisor prior to noon Thursday, when it becomes a definite "yes".
- When overtime is needed on Sunday, but not known until Saturday, it shall be offered to the same employees who would have been asked on Friday according to the Shift Sheet, if they are actually at work on Saturday.

(b) When reasonably possible the Company shall give twenty-four (24) hours notice of overtime to employees. Such notice shall also be given to the Steward representing the employees concerned, and whenever he/she is available he/she shall be notified before the employees concerned.

(c) The Company will maintain up-to-date records of the overtime offered in each department and these records will be posted on plant bulletin boards.

(d) If an employee has committed to work an overtime shift they cannot back out of the shift after Thursday at noon. If they do so they may receive a next level of discipline depending on a case by case basis. Employees that have unforeseeable circumstances arise after committing to the overtime, the employee may seek for a replacement following current protocol of shift change agreements noting the replacement would be subject to the discipline should it be required.

(e) The Company will pay a minimum of 4 (four) straight time hours or the greater of hours worked at the applicable overtime rate for scheduled or called in weekend shifts.

(f) When an employee has booked a Friday or Monday or both, days off for vacation and it has been approved by the company, that employee will be exempt from working on a Saturday or Sunday unless they volunteer. This will include mandatory overtime.

Letter of Understanding- OT POLLING

During the 2019 round of bargaining, the parties discussed at length the need for a consistent and standard practice between departments for the polling and posting of overtime. The parties have

agreed to utilize the same OT template for polling and posting across all departments in order to eliminate confusion.

CALL - IN

21.01 The Company, when it calls an employee in to work, shall provide at least four (4) hours regular pay at base rates if applicable.

The Company shall be relieved of its duty to an employee or employees as aforesaid when lack of work is due to any one or more of the following causes: fire, flood, labour dispute, failure of power or other causes beyond the control of the Company.

REPORTING-IN

22.02 When an employee not having been instructed otherwise, reports for work on the shift to which he/she is assigned, he/she shall be given a minimum of four (4) hours work at base rate or pay for any part of the four hours not worked.

Provided the Company takes all reasonable steps to notify the employee or employees not to report for work, the Company shall be relieved of its duty to an employee or employees as aforesaid when lack of work is due to any one or more of the following causes:

Fire, flood, labour dispute, failure of power or other cause beyond the control of the Company, provided however, that if there is work available in the plant on a subsequent shift(s) the employee may exercise his seniority rights on a plant wide basis as outlined in Article 12 of this agreement.

Union to be present when phone calls to employees are being made.

REST AND LUNCH PERIODS

23.01 (a) The Company shall provide one ten (10) minute rest period during each half shift.

(b) The said period of five (5) minutes in the next preceding subparagraph mentioned shall be extended to ten (10) minutes in cases where an employee is required to continue at work for two (2) or more hours of overtime immediately following a shift.

(c) When a machine is being operated on three consecutive shifts (no overlapping) the lunch period of the operator or operators of the machine shall be reduced to twenty minutes and shall be paid for by the Company at base rate.

When employees are required to rotate on three (3) shifts, an equal number of employees from the day and afternoon shifts will be given a twenty (20) minute paid lunch as the number of employees on the midnight shift.

(d) When employees are required to work on the Midnight Shift, the lunch period of such employees shall be reduced to twenty minutes and the Company shall pay for the lunch period.

LUNCH ROOM

23.02 (a) The Company will provide a lunch room for employees.

(b) Accommodation will be provided for employee's street clothes in an area outside the production area.

HEALTH AND SAFETY

24.01 (A) Company Duties

The Company shall institute and maintain all precautions reasonable in the circumstances for the protection of the workers. The Company shall comply in a timely manner with the Occupational Health and Safety Act, and its applicable regulations and codes of practice. The Company further agrees the Occupational Health and Safety Act as of October 1, 2002 will be used as a minimum standard pertaining to employee's rights.

All standards established under these laws shall constitute minimum acceptable practice to be improved upon by the agreement of the Joint Health and Safety Committee which shall be known throughout the following articles as "the Committee".

(B) Employee Duties

All employees shall follow the Company safety rules at all times while on the Company premises and use or wear the personal protective devices that the Company requires to be used or worn.

24.02 JOINT HEALTH AND SAFETY COMMITTEE

a) (i) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act as now written or hereafter amended. The Union representation on the committee shall be up to four (4) members chosen by the Union. At no time shall the number of Management members outnumber the number of Union members.

(ii) Three members of the JHSC will be certified to a level 2

b) Two (2) co-chairpersons shall be selected from and by the members of the Committee. One (1) of the co-chairpersons shall be a Union member chosen by the Union members of the committee. The other co-chairperson shall be a management member selected by the Management members of the Committee.

c) During all absences of the Union co-chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.

d) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate laws, regulations and codes of practice. The Company shall respond within 21 days to the recommendations of the committee. Agreed upon recommendations will be prioritized and completed in a timely manner.

e) The Committee shall:

- I) hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of:
 - reports of current accidents, industrial diseases, accidents and incidents, and their causes and means of prevention.
 - remedial action taken or required by the reports of investigations or inspections.
 - any other matters pertinent to health and safety.
- II) have access to all reports, records and documents in the company's possession pertaining to health and safety matters.

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

24.03 RIGHT TO REFUSE

- a) The Company shall ensure that all employees are informed that they have the right to refuse unsafe work which may harm them or another person.
- b) If a worker exercises his or her right to refuse he or she shall notify the Supervisor and a Union member of the Health and Safety Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.

24.04 NO DISCIPLINARY ACTION

- a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act and its regulations.
- b) No employee shall be discharged, penalized coerced, intimidated or disciplined for refusing to work on a job, in any workplace, or operate any equipment, which they believe would be unsafe or unhealthy to them, a workmate, or where it would be contrary to the applicable provincial health and safety laws and regulations.

24.05 EDUCATION AND TRAINING

- a) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.
- b) The Company will ensure that all members receive chemical hazard training. This training shall include WHMIS education and training.
- c) All Union members of the Joint Health and Safety Committee will attend the following courses:

W.H.S.C. Level 1 - Workers Health and Safety Centre. Management representatives of the Committee may also attend this course.

All such training to be completed as soon as reasonably possible, but within one (1) year of the signing of the contract.

- d) The Company will ensure that the lost time, per diem or meal and travel and accommodation,

if required will be paid for those who participate in education or training required by this Article.

24.06 ACCIDENT AND INCIDENT INVESTIGATIONS

a) Every injury or near-miss which involved or would have involved a worker requiring outside medical aid must be investigated.

b) the Company shall immediately notify the Ministry of Labour on all such critical injuries as defined in O. Reg. 834 under the Occupational Health and Safety Act.

A Union Health and Safety Representative in conjunction with a Management representative shall investigate the accident. No discipline to employees if this isn't followed at the time of investigation.

c) Accident and incidence investigation reports shall contain all pertinent information. All incident reports are to be discussed with the JHSC at the next monthly meeting. All accidents or incidents are to be jointly investigated.

24.07 RIGHT TO ACCOMPANY INSPECTORS

a) A Union Health and Safety member shall be allowed to accompany Government inspectors (health and safety) on an inspection tour and to speak with the inspector out of ear shot of any other person.

b) The Company shall give a copy of the reports or any other written documents, received from the Inspector, to the Union Health and Safety representative.

24.08 DISCLOSURE OF INFORMATION

The Company also agrees to make any information in their possession available to the committee upon request, including the trade name or technical description (including chemical analysis of any compounds and substances used in the plant).

The Union and its representatives shall ensure that the information is not disclosed to any third party without prior written approval from the Company unless requested for medical purposes.

24.09 VENTILATION

The Company shall ensure that adequate local exhaust ventilation systems are installed on all sources of hazardous airborne contaminants and must be maintained on a regular basis.

24.10 NOISE ABATEMENT

a) The Joint Health and Safety Committee will conduct noise measurements throughout the plant and identify areas and equipment by amount of noise found or produced.

b) The Company will endeavour to ensure that **biennial (every 2 years)** audiometric tests are made available for all employees who are exposed to noise in excess of 80 db.

The results of the audiometric examinations will be given to each employee. Statistics shall be

supplied to the Committee. Permanent records of audiometric tests and noise level surveys will be maintained by the Company.

24.11 ACCESS TO THE WORKPLACE

The Company agrees that the national representative or his designate with reasonable advance notice may attend meetings of the Joint Health and Safety Committee and plant inspections.

24.12 NATIONAL DAY OF MOURNING

Each year on the National Day of Mourning (April 28) at 11:00 a.m., a one (1) minute silence will be observed in memory of workers killed or injured on the job. Exceptions to this will be any continuous operations, such as extrusion.

24.13 HEAT STRESS

Policy in the past has been that when employees find the working conditions affecting them to the point of illness or extreme discomfort, each employee will approach the respective Supervisor who will follow the Company Exit Policy for Heat Stress dated July 8, 2002 unless mutually amended by both parties.

The Company agrees that, when the temperature and humidity reach a level that the comfort and health of the employees is in question, the Company will meet with the Bargaining Committee to discuss and find Heat Relief.

24.14 ERGONOMICS

- a) The Joint Health and Safety Committee will address ergonomic needs on a priority basis and work toward modifying the workplace, work station, or tool to accommodate the worker.
- b) The Company shall ensure that a member of the Management Staff is given ergonomic issues a priority as well as sufficient training so that professional advice to the committee may be obtained from within the plant.
- c) When an ergonomic concern is beyond the scope of the Committee or company engineer, the Company shall hire a consultant. When the new work instructions are implemented a trial period will be for thirty (30) days and feedback will be requested and documented from the employees who perform the job. This will then allow for adjustments or make the new changes the process moving forward. The Company is to get sign offs for those changes from the members and place them on file.

24.15 LOCKOUT PROGRAM

- a) Both parties recognize the need for a lockout procedure.
- b) Lockouts are to be carried out by each employee during set-up, before any repair, trouble shooting, adjustment or servicing of all plant equipment in accordance with plant lock-out procedure. A proper machine lockout should block and de-energize all possible sources of motion.
- c) Employees who may be at risk because they are required to set-up, repair, or maintain equipment, machinery or system where a lockout is required, shall receive lockout training.

- d) The Company shall provide employees with personal locks to ensure all equipment is locked before being repaired, maintained or set up.
- e) No Supervisor or employee shall remove another person's lock, unless done in accordance with the Company's lockout procedure.

Letter of Understanding- LOCKOUT/TAGOUT REFRESHER TRAINING

During the 2019 round of bargaining the parties discussed at length the importance of regular training in Lockout/Tagout for those affected employees. The company therefore agrees to conduct internal refresher training on lockout/tagout to employees within Groups 7, 36, 37, 39 and skilled trades annually. In addition, the Company will include other groups as required and mutually agreed to by the Company and Union.

24.16 PROTECTIVE CLOTHING AND EQUIPMENT

The Company will furnish and maintain, without charge to the employee, special wearing apparel considered necessary by mutual agreement between the Company and the Union.

The Company is responsible for all PPE required paid for 100% (**excluding safety shoes**)

- (1) Winter coats for outside jobs the Company requires – Millwrights and Tow motor operators
- (2) Ear plugs, ear muffs or fitted ear plugs for Mold Cleaner
- (3) Safety glasses and protective gloves – sleeves
- (4) Any PPE to safely perform your job as determined by the Company and the JHSC

24.17 CONFINED SPACE ENTRY

- a) The Joint Health and Safety committee shall review the work areas in the plant to determine those specific work activities they consider hazardous for confined space entry.
- b) The Company in conjunction with the Committee shall develop confined space entry procedures including but not limited to: air sampling and ventilation, communication systems, personal surveillance arrangements, proper instructions and training, rescue procedures, and personal protective equipment.
- c) The Company shall ensure such procedures are followed.

24.18 MEDICAL EXAMINATIONS

- a) The Company will provide safety related medical examinations and tests for employees as prescribed in the Occupational Health and Safety Act of Ontario. If an employee participates in a prescribed medical surveillance program or undergoes prescribed medical examination, the Company will pay:
 - 1) the employee's costs for medical examinations or tests required by the medical surveillance program or required by legislation.
 - 2) the employee's reasonable travel costs respecting the examination or tests.

- 3) the time the employee spends to undergo the examination or tests, including travel time, which shall be deemed work time for which the employee shall be paid at the applicable rate of pay.

24.19 ALTERNATE WORK PROGRAM

The employer agrees to make every reasonable effort to provide suitable productive alternate work to any employee who is unable to perform normal duties as a consequence of work-related illness or injury and or a sick and accident claim. The Union agrees to counsel its member on the benefits of co-operating in the Alternate Work Program. The employer agrees to establish a joint alternate work committee between Union, Management and employee upon Doctor's approval to provide a practical rehabilitation program that will assist in the return of the employee to a productive role, while meeting the provisions of the Workplace Safety and Insurance Act where applicable. The Company will endeavour to protect the employment of the injured or disabled employee according to our Collective Agreement. It is understood that Workplace Safety and Insurance Board claims will take precedence in placements under this article. It is also understood any placement of an employee who is off to a sick and accident claim will be for a maximum duration of a four (4) week period.

- (a) All employees who are in the plant on an alternate duties work assignment will not be permitted to work in excess of their regular scheduled shift hours (per day and per week). Unless the WSIB has deemed the employee to have a permanent impairment in which the above clause does not apply.
- (b) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the JHSC.
- (c) The alternate work committee may allow the 4 week period to be extended based upon medical requirements when deemed necessary.
- (d) Return to work specialist or WSIB rep must attend all meetings between the members and the employer.

24.20 INJURY ALLOWANCE

If an employee is injured on the job, he/she will be paid for the balance of the shift on which he/she has been sent home or to an outside hospital or doctor, because of such injury, irrespective of when the injury occurred. The Company shall supply transportation to the doctor, home and hospital for the first visit if needed and for any subsequent visits to a doctor or hospital within a 15 mile radius of Georgetown.

The Company will assume the full cost of medical certificates or forms required by them, the Workplace Safety and Insurance Board or the Insurance Carrier to a maximum of \$40 per note.

The Company, to save costs, has paid members while not reporting full days (WSIB) – When the full day payment is to stop the member and the representative from the union must be notified in writing before the payment top up for non-full days is stopped.

24.21 SMOKING

All forms of smoking by employees will not be permitted except in those areas on the plant property which may from time to time be designated by the Company as smoking areas.

25.01 FUNCTION OF THE SUPERVISOR

It is the function of the Supervisor or assistant Supervisor to develop proper methods, perform experimental set up work, and instruct operators as to proper methods and quality required. It is agreed that supervisors and assistant supervisors or other excluded personnel will not perform operations regularly performed by employees in the bargaining unit except for brief periods as necessity requires and in emergencies or when required as qualified employees are not immediately available.

Prior to any Supervisor or member of the Management team performing bargaining unit work, he/she is to notify the Union of the nature and expected duration of the work. The work must be authorized by a Union representative. Any violation of this article shall result in payment to the effected employee(s).

26.01 NO STRIKE OR LOCK-OUT

There shall be no lock-out, strike, sit-down or slow-down, nor stoppage of work either partial or complete over any matters so long as this agreement continues to operate, such words to have any meanings defined by the Labour Relations Act.

27.01 BULLETIN BOARDS

The committee may have the use of bulletin boards in the said plant to be erected, located, and designated for the purpose by the Company. Provided it is agreed that the use by the committee of such bulletin boards shall be restricted to the posting thereon of only such notices as have received the approval of the Company prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices pertaining to recreational or social activities, notices of meetings or notices of the results of elections. Provided further that no notices shall be posted by the committee on such board containing advertising or political matter. The Company reserves the right itself to use such bulletin boards for the posting of such matters as it may wish to call to the attention of the employees but the Company shall not use such bulletin boards in such manner as unreasonably to interfere with the use thereof by the committee as herein agreed to.

28.01 PAID EDUCATION LEAVE

Effective May 1, 1994, a paid education program will be implemented (**Letter of Understanding #5**).

29.01 PENSION PLAN

The Pension Plan attached to the end of this agreement forms part of this agreement.

30.01 PLANT MOVEMENT

In the event that the Company moves or transfers a portion of the production and equipment at Georgetown, to a new factory owned or leased or operated by it, then in that event, the Company will give the Union notice of move or transfer as far in advance as practicable and will meet with the Union

for the purpose of working out a transfer of production agreement covering employees laid off as a result of such move or transfer, provided always however, that there is no Collective Agreement to which the Company is a party or is bound by reason of the provisions of the Labour Relations Act or Amendments thereto, covering a bargaining unit at the new factory. In the event there is a Collective Agreement covering a bargaining unit at the new factory, employees laid off as a result of the move or transfer shall, subject to said Collective Agreement, be offered the opportunity to transfer with their job.

SKILLED TRADES

32.01 All employees classified in the skilled trades department are subject to all the provisions of the Collective Agreement, except as specifically provided for in the skilled trades section. Skilled Trades for this agreement shall be those trades and classifications listed below:

Group 44 - Tool & Die Certified/Mould Maker
Group 48 - Tool & Die Leader
Group 57 - Maintenance Leader
Group 46 – Certified Industrial Millwright

and others agreed upon by both parties.

A "journey person" as used in this agreement shall mean any person who:

- a) who presently holds a journey person's classification in the skilled trades occupation as listed above, or;
- b) has served a bona fide apprenticeship of four (4) years (8000 hours), 5 years (9000 hours) and holds a certification which substantiates his/her claim of such service;
- c) who has 8 years of practical experience in the trade or classification he/she claims journey person's designation and can prove same. A UNIFOR journey person's card will be accepted as proof in conjunction with an Ontario Ministry of Skills and Development certificate;
- d) any further employment in the Skilled Trades occupations as listed above, after signing this agreement, shall be limited to journey persons and apprentices.
- e) seniority lists shall be maintained by basic trades and shall not be interchangeable with other trades.
- f) present employees in any skilled trades classifications prior to May 1, 1997 shall have their total seniority applied in such skilled trades classification. Employees entering a skilled trades classification after April 30, 1997 shall have a seniority date established as of the date of entry in such classification.
- g) a production employee will not exercise his/her seniority in any skilled trades classification, nor will any skilled trades employee exercise seniority in any production classification.

In the event of a reduction in force in the skilled trades department, employees will be laid off from their respective groups, in accordance with the following procedure:

- 1) probationary

- 2) apprentices
- 3) the most junior person within the classification
- 4) recalls will be in reverse order of layoff

In the event of a reduction in the workplace in any of the skilled trades classification, the individual affected will be laid off from the plant except for an apprentice, who, if laid off, may exercise his/her total master seniority including time serving apprenticeship.

In the event of recall from layoff, the tradesperson will only be eligible to recall to the group from which he/she was laid off.

In the event of the abolition of a skilled trade, the Company and the Union will meet to discuss the bumping of the abolished skilled tradesperson into a remaining trade. It is agreed and understood that it may not be possible to accomplish this integration due to seniority and/or skills.

Should a skilled trades employee become medically unfit and unable to follow his/her skilled trade, both the Company and the Union will cooperate in endeavouring to place such an employee on a job he/she capable of performing in accordance with Article 12.02 and he/she will carry his/her total plant-wide seniority to such job.

If an employee removed from a skilled trades classification is subsequently cleared to return to such classification, he/she will be returned with no loss of seniority provided he/she exercises such election within fourteen (14) days of his receipt of medical clearance.

Before hiring a skilled trades employee, the Company will provide the Skilled Trades Representative with proof the proposed employee holds a valid journeyman license.

NEW PROCESS OR EQUIPMENT

The Company will communicate with the Union any significant process or equipment change that affects the job duties normally performed by our skilled trades employees with as much advanced notice as possible. It is the intent that this stated communication shall solicit input for the stated process or equipment and to identify any input and or training needs from the skilled trade employees.

The Company will also update the information provided, on an ongoing basis, as soon as new developments arise or modifications are made. When the Company deems that such training is required the Company will make every reasonable effort to equitably distribute such opportunities giving due consideration to seniority.

32.02 DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, 1/2 hour/year.

The first such dues deduction will be made from the employees first pay following completion of their probationary period. Thereafter, dues deduction will be made in January of each succeeding year or upon completion of one (1) months' work in the calendar year. These deductions, along with the names and clock numbers of the employees shall be remitted to the financial secretary of the Local Union.

32.03 JOB SECURITY AND OUTSIDE CONTRACTING

It is the policy of the Company, that outside contractors will not be utilized to perform work normally done by seniority employees.

1) Plumbing – Skilled trades responsible for tightening of loose taps or other mechanical jobs. Not required to do plumbing associated with biohazard material.

- a) In the event utilization of outside contractors is required, the following procedure will take place:
 - i) If the need to utilize outside contractors should arise, the Company will provide the respective Skilled Trades Representative or their designate with notification of the Companies intention to sub-contract work. If the Company has less than forty-eight (48) hours notice of the sub-contracting, the Union Representative will be given prior verbal notice. If the Company has forty-eight (48) hours notice, written notification will be provided prior to the work being sub-contracted. The notification will indicate when the Company intends to sub-contract the work, the type and nature of the work to be sub-contracted and any other particulars pertaining to the work to be sub-contracted. If they so decide, the Skilled Trades Representative may ask for a meeting to discuss the work to be sub-contracted. The Skilled Trades Representative will be permitted to have a member of the appropriate skilled trades classification attend any such meeting. It is the intention that this discussion will take place prior to the outside contractors being used. The Company will give significant weight to any and all comments made by the Union at this meeting.
 - ii) if it is work normally performed by seniority employees, it will be offered to our skilled trades first, on an overtime basis, provided it can be done in a timely and cost efficient manner.
 - iii) the use of outside contractors shall be determined by the Company.
 - iv) Work that normally falls within the duties of Skilled Trades employees will not be contracted out if such contracting out is significant enough to result in the layoff of Skilled Trades employees or delays the recall of laid off Skilled Trades employees.
- b)
 - i) The Company will not eliminate jobs or deprive employees of overtime by outsourcing work performed by our skilled tradespeople when the work may be performed in a timely and cost efficient method. Notwithstanding, it is understood that technical expertise from S.P.M.T.D., or other internal/ external organizations may be utilized from time to time for new equipment or critical problem solving objectives. When possible, skilled trades personnel will be present to gain necessary knowledge to effectively service the equipment.
 - ii) It is the intent that all outside contractors will be completely self sufficient with tools, equipment and supplies where practical. Exceptions will be approved by the Maintenance Supervisor or designate.

32.04 DISPUTES IN TRADES

Where disputes have been resolved pertaining to normal duties and responsibilities in the skilled trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

32.05 SKILLED TRADES REPRESENTATIVE

The Company and Union agree that when a dispute arises within and concerning the skilled trades department any discussions and resolves that involve the Union will include the appropriate skilled trades local Union representative(s). The President or Chairperson of the Union committee may request the Human Resources Department to arrange a meeting to hear the skilled trades department representatives' views concerning problems in connection with work assignments of employees in skilled trade classifications and to discuss the matter. Any such meetings will be attended by the skilled trades committeeperson, a representative from Management in the department concerned, a representative from the Human Resources Department, The National representative may attend.

The Committee shall attempt to solve the matter. If the parties cannot resolve the matter, it may be withdrawn by the Union without prejudice or may be appealed to an arbitrator for final and binding decision.

32.06 Tool Allowance/Boot Allowance for Skilled Trades (substantiated by receipts) will be:-

Current August 1, 2016 \$450.00

Separate boot allowance and tool allowance - \$600 in total for either tools or boots

The tooling allowance is for the skilled trades to upgrade their selection of tools used at the plant so that their ability to service the customer is improved. Therefore, allowance will only be paid for new tools purchased that are intended for the use at the plant.

This allowance is not intended for perishable items that the plant will supply. For example, perishable tools such as drill bits, reamers, taps and dies will be replaced by the Company when the broken item is submitted to the Supervisor.

32.07 SKILLED TRADES APPRENTICES:

GENERAL

- 1) The purpose of the appendix is to define the provisions governing registration, education, seniority, and all other matters pertaining to skilled trades;
- 2) Provisions of the collective agreement shall apply to all skilled trade apprentices;
- 3) A joint Apprenticeship Committee shall be composed of an equal number of members;
 - 2 from Management
 - 2 from the skilled trades classification, (1) of which shall be the elected skilled trades committeeperson.

The function of this committee shall be to advise on all phases of the Apprenticeship Training Program. This committee shall meet as required. At least one member of the committee from the Union and one

member of the committee from the Company, who shall act as a chairperson must be present in order to administer the Apprenticeship Standards. For area of dispute that cannot be resolved, the Chairperson's decision will be final, subject to the grievance procedure:

4) Registration

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board.

All apprentices will sign a written Apprenticeship Agreement with the Company.

5) Initial Education Requirements

An apprentice will be required to have all Ontario Academic Credits or equivalent. Exception to these requirements may be made by the Apprenticeship Committee.

6) Completion of Apprenticeship

An apprentice, upon completion of his/her apprenticeship and certification, shall receive the journeyperson's classification and the applicable top rate of pay. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour, unless approved by the Joint Apprenticeship Committee.

7) Seniority

The trial or probationary period for all apprentices to obtain occupational group seniority shall be 60 working days. The apprentice will exercise their seniority in their own classification.

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

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. (The apprentice will exercise his relative plant seniority at a time of layoff from the apprenticeship).

8) Ratio

The ratio shall not be more than one apprentice for every 3 journeypersons. Ratio may be modified upon approval from Joint Apprenticeship committee.

9) Seniority Employees (Apprenticeships)

a) Notice of apprenticeship openings will be posted on the Company's bulletin board as per job posting procedure.

b) Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees within the bargaining unit who consider themselves eligible under this program of training.

c) Applicants meeting the minimum requirements as per Number 5 will be turned over to the Joint Apprenticeship Committee for review.

10) Credit for Previous Experience

The committee and the representative from the Ontario Training Adjustment Board will review previous experience and determine if credit for such services will be granted to the apprentice.

11) Discipline

The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his/her apprenticeship such as:

- a) inability to learn;
- b) unsatisfactory work;
- c) lack of interest in his/her education.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to his/her training as an apprentice. Such discipline by the Company shall be subject to the grievance procedure.

12) Apprentices

Apprentices in each of the trades covered shall be paid a progressively increasing schedule of wage as follows:

For the:

- 1st 6 months, not less than 65% of the journeyperson's rate.
- Next 6 months, not less than 70% of the journeyperson's rate.
- Next 6 months, not less than 75% of the journeyperson's rate.
- Next 6 months, not less than 80% of the journeyperson's rate.
- Next 1 year, not less than 85% of the journeyperson's rate.
- Next 6 months, not less than 90% of the journeyperson's rate.

Next 6 months or until certified as a journeyperson as defined by this section, not less than 95% of the journeyperson's rate.

1st year apprentices rate of pay shall not be below \$15.00 per hour for any Skilled trades classification, if hired from within the bargaining unit.

BENEFITS – Legacy Hired Pre-August 2012

33.01 During the term of the within agreement the Company will pay for:

Note: In the case of an automobile accident involving no-fault insurance employees will be exempt from all health-related benefits pertaining to their auto accident.

- **Implementation of Adverse Drug Reaction Form to DTF. Year 1**
- **Age 65 and over employees to have same benefits as active employees, prescription drugs ODB first payor, STD coverage is included, exclusive of LTD and Life Insurance. Year 1**
- **All LTD and Pension contributions are not to be deducted from vacation pays**

LIFE INSURANCE

- (1) Continue to carry Group Life Insurance on its employees on the following basis: effective May 1, 2006, on all employees Life Insurance in the amount of \$35,000., plus \$35,000. A.D. & D.; May 1, 2007, on all employees Life Insurance in the amount of \$36,000., plus \$36,000 A.D. & D; May 1, 2008, on all employees Life Insurance in the amount of \$37,000, plus \$37,000 A.D. & D.
- (2) Life Insurance Policy - future retiree employees will have a \$3000 policy. Effective May 1, 2003 - \$3250, Effective May 1, 2004 - \$3500, Effective May 1, 2005 - \$3750. Effective May 1, 2006 - \$4,000 Effective May 1, 2007 - \$4,250

- level of insurance is based on current level of CLA at retirement date

A.D. & D

a) Accidental Death and Dismemberment Benefits - If injury shall, within 365 days of the date of the accident causing such injury, result in any of the following losses, the Insurance Company will pay for loss of or permanent and total use of the following - the loss of life, both hands, both feet, entire sight of both eyes, one hand and one foot, one hand and the entire sight of one eye, one foot and the entire sight of one eye, or speech and hearing shall pay the principal sum. The loss of one arm or one leg shall pay three quarters of the principal sum. The loss of one hand, one foot or the entire sight of one eye shall pay two thirds of the principal sum. The loss of speech or hearing shall pay one half of the principal sum. The loss of four fingers of either hand shall pay one quarter of the principal sum. The loss of all toes of one foot shall pay one eighth of the principal sum. The loss of thumb and index finger of either hand shall pay one third of the principal sum. The loss of hearing in one ear shall pay one sixth of the principal sum. Quadriplegia (paralysis of both upper and lower limbs), paraplegia (complete paralysis of both lower limbs), and hemiplegia (complete paralysis of upper and lower limbs of one side of the body) shall be payable at two hundred percent of the principal sum.

"Loss" as above used with reference to the hand or foot means complete severance at or above the wrist or ankle joints but below the elbow or knee joint; as used with reference to arm or leg means complete severance at or above the elbow or knee joint; as used with reference to thumb and fingers means complete severance at or above the metacarpophalangeal joint; as used with reference to toes means complete severance at or above the metatarsophalangeal joint; as used with reference to eye, speech and

hearing means to irrevocable loss thereof. Any indemnity payable for Loss of Use shall be paid only if such loss is permanent, total and irrevocable and shall have been continuous for a period of twelve months from the date of the accident. "Loss" as above used with reference to Quadriplegia, Paraplegia and Hemiplegia means the permanent and irrevocable paralysis of such limbs. Indemnity provided under this part will not be paid under any circumstances for more than one of the losses, the greatest, sustained by the employee as the result of any one accident.

(b) Repatriation Benefit - If injury results in the loss of life of an employee within 365 days of the date of the accident, the Insurance Company will pay the actual expense incurred for preparing the Deceased for burial and cremation and the shipment of the body of the employee to the city of residence of the Deceased, subject to a maximum amount as defined in the Letter of Understanding with the Insurance Carrier.

(c) Rehabilitation Benefit - If injury caused by an accident requires that the employee undergoes special training in order to be qualified to engage in a special occupation in which he/she would not have engaged except for such injury, the Insurance Company will pay the reasonable and necessary expense incurred for such training by the employee within 365 days of the date of the accident subject to a maximum, as the result of any one accident, as defined in the Letter of Understanding with the Insurance Carrier. Payment shall not be made for travelling or clothing expenses, nor for room, board or other ordinary living expenses. Benefits payable under this part shall be limited to only one policy in the event this benefit is contained in two or more policies insured to the Policyholder by the Insurance Company.

(d) In the event of the Accidental Death of an employee and if Indemnity for such loss becomes payable in accordance with the terms of this policy, the Insurance Company will pay the reasonable and necessary expenses actually incurred within three years from the date of such accident by the spouse of the employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he/she would not otherwise have sufficient qualifications, not to exceed in the aggregate amount as defined in the Letter of Understanding with the Insurance Carrier for all such expenses. Payment shall not be made for room, board, or other ordinary living, travelling or clothing expenses. Benefits payable under this part shall be limited to only one policy in the event this benefit is contained in two or more policies issued to the Policyholder by the Insurance Company.

(e) **Termination of Insurance of an Employee** - The insurance of any employee shall immediately terminate on the earliest of the following dates:

(i) at the date this policy is terminated.

(ii) on the premium due date if the Policyholder or the employer fails to pay the required premium for an employee except as the result of an inadvertent error;

(iii) on the date an employee reaches 65 years of age;

(iv) on the date the employee ceases to be associated with the Policyholder.

(f) **Notice and Proof of Claim** - The employee or his agent, or a beneficiary entitled to make a claim or his agent, shall

(i) give written notice of claim to the Insurance Company:

- a) by delivery thereof, or by sending it by registered mail, to the Head Office or chief agency of the Insurance Company in the province, or
- b) by delivery thereof to an authorized agent of the Insurance Company in the province, not later than thirty days from the date of the accident;
 - (ii) within ninety days from the date of the accident for which the claim is made, furnish to the Insurance Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby; and
 - (iii) if so required by the Insurance Company, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice in the province.

Failure to give notice of claim or furnish proof of claim within the time prescribed will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the accident and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

1(a) **Transition Benefits:**

Effective May 1, 2002 the company will provide Transition Survivor Income Benefits Insurance in the amount of \$250 per month (**Increase by \$150.00 (250.00 to \$400.00) – yr 3 August 1, 2018**, for a period up to a maximum of twelve (12) months, payable to the eligible survivor of an employee who dies on or after May 1, 2002. This amount will be payable in any month in which:

- (1) An eligible class “A” survivor has a dependent child as defined in the plan

Class A: The spouse of a deceased employee, as defined in the plan

OR

- (2) An eligible class “B” survivor survives both parents

Class B: Any child as defined in the plan, of the deceased employee, who at the time of Transition Survivor Income Benefit first becomes payable to him is both unmarried and either:

- (i) under 18 years of age, or
- (ii) totally and permanently disabled at any age over 18; provided, however that this person must have been legally residing with and dependent upon the employee at the time of his death

A child shall cease to be a Class B eligible survivor upon marriage, or if not totally and permanently disabled, upon reaching their 18th birthday.

No retired employee shall be insured hereunder.

SICK & ACCIDENT

The Company shall continue to carry sickness and accident insurance on its employees. The coverage shall be **65%** of any employees' hourly earnings for a forty-hour work week, to a maximum weekly amount of **\$650.00** effective **August 1, 2017**, for a total of thirty-five (35) weeks. First day of accident and hospitalization, **first** day of Day Surgery, **third** day of sickness.

CPP and EI deductions from S&A payments will be deducted directly from the S&A payment. For any existing and past claims, prior to April 1, 2018, will be repaid upon return to work from S&A based on the previous max of \$45/week. The exact amount to be repaid will be provided to the Employee prior to the deductions being made.

PRESCRIPTION DRUG PLAN

DTF for prescription drugs – the Company shall continue to pay the cost of the prescription drug plan (DTF) for employees and their dependants in cases where the employee is not covered by spouse with another employer. There shall be a seven dollar and fifty cent (\$7.50) dollar maximum dispensing fee cap. Dependent is as defined in Article (2).

DENTAL PLAN

The Company will provide a Dental Plan equal to the Green Shield (Shield) Dental Plan for employees and their dependants based on a lag of the O.D.A. Dental Fee Guide, following completion of the employees' probationary period.

Jan 1, 2019 – Dec 31, 2019 – 2018 Dental Fee Guide

Jan 1, 2020 – Dec 31, 2020 – 2019 Dental Fee Guide

Jan 1, 2021 – Dec 31, 2021 – 2020 Dental Fee Guide

Jan 1, 2022 – Dec 31, 2022 – 2021 Dental Fee Guide

VISION CARE

The Company will provide an eye vision plan (**\$350 per rolling 24 months combined for Prescription glasses and visual training.**) for employees and their dependants following completion of the employees' probationary period. This provision includes Contact Lenses. (**\$350 per 24 months**)

The company will pay **an additional \$50** every twelve (12) months if a prescription change occurs within the 24 month interval for dependent children under the age of fifteen (15) years of age.

Company to cover cost associated with eye examinations provided that the employee has exhausted all provincial subsidies to a maximum of **\$85 per 12 months for persons under 18 and \$85 per 24 months for persons 18 and over. Note: Elective laser vision correction procedures are eligible under the Prescription Glasses maximum.**

PRESCRIPTION SAFETY GLASSES

The Company will supply the first pair of prescription safety glasses and safety frames with side shields which meet C.S.A. Standards for all seniority employees who work in areas that have been mutually agreed upon by the Joint Health and Safety Committee, the Company, and the Union as mandatory safety glass areas. The choice of supplier and style of the lenses and frames will be made by the Company. The Company will supplement lenses for the aforementioned safety glasses that are accidentally damaged or broken, to a maximum of fifty (50) dollars per two year period. It must be established through investigation that the said glasses were broken in the course of the employee's regular work and not from a person's negligence or carelessness on the part of the employee.

Prescription safety glass lenses **and frames** shall be replaced as required by a prescription change to a maximum once per year.

SHARE PURCHASE PLAN

As of March 1, 1985, employees can participate in share purchase plan.

LONG TERM DISABILITY

The Company will obtain a Long Term Disability Plan (L.T.D.) which will provide benefits to employees up to the point at which any employee so affected becomes eligible for disability benefits under the Canada Pension Plan at levels of coverage as follows:

\$1,625.00 per month

It being understood that eligibility for payment under such plan shall be determined and governed by the terms and conditions of the Insurance Policy so obtained, and that the Union shall be entitled to inspect such policy at any time.

After two years, an employee must qualify for CPP to continue benefit

Totally Disabled, means during the qualifying period and the next 24 consecutive months (**2 years own occupation definition**), the employee is unable to perform the essential duties of the employee's occupation (type of work, not just the employee's own job).

Thereafter, Totally Disabled means the employee is unable, due to a medically determinable physical or mental impairment, to work at any occupation for which the employee is reasonably qualified by education, training or experience. In addition, the employee must also qualify for CPP/QPP disability benefits, unless the employee is not eligible for CPP/QPP disability benefits due to insufficient contributions. **CPP offset will apply.**

The availability of employment will not be considered in the assessment of the employee's disability.

SAFETY SHOES

The Company agrees to pay a safety boot allowance of one hundred and fifty (\$150) dollars, per contract year, per employee, excluding Tool and Maintenance personnel. Increase by \$30.00 in the

second year of this contract, effective October 1, 2020. New total will be **\$180.00**.

EXTENDED HEALTH CARE

Effective May 1, 1997 the Company will cover the cost of an Extended Health Care coverage.

- 1) Bundle Massage, Physio and Chiropractic with benefit amount of \$1,400.00 per year effective Sept 1, 2016, including diagnostic to a maximum of \$300 per year of the contract, X-ray examinations **up to \$20** are limited to one (1) per **calendar** year for each service, on expiry of provincial Medicare benefits.

Referral is required every 12 months; these benefits are based on a calendar year.

- 2) Laboratory tests and X-rays,
- 3) Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes.
- 4) Specialized treatments such as radium, deep X-ray and radioisotopes, oxygen, plasma or blood transfusion, surgical dressing and bandages.
- 5) Ambulance service to the nearest hospital.
- 6) Registered osteopaths, naturopaths, and podiatrists/**chiropracist** to a maximum of **\$350** in a twelve (12) consecutive month period per calendar year for such services. X-ray examinations **up to \$20** are limited to one (1) per **calendar** year for each service, on expiry of provincial Medicare benefits.
- 7) Qualified speech therapist to a maximum of three hundred dollars (\$300) during any period of twelve (12) consecutive months per calendar year. Such coverage must be certified as necessary by a medical physician or dentist.
- 8) Medical fees where legal while travelling or residing outside Ontario when such fees are in excess of the Ontario Medical Association Schedule of Fees and are not greater than the amount that would be paid in Ontario if it were legal to provide such benefits in Ontario.
- 9) Hearing Aids –**\$800** every 24 months
- 10) Orthotics/**Orthopedic Shoes** - **\$350** when prescribed by a physician once every **2 calendar years combined for custom made orthopaedic shoes and custom made orthotics (Note: Custom made orthopaedic shoes are covered)**
- 11) Provide for diagnostic prostate / pap test benefit of \$35.00 once every 24 months, to be paid after governmental plans have been exhausted in yr 2 August 1, 2017.
- 12) Casts – Paid 100% of basic casts (not air casts, cosmetic casts etc)

CO-ORDINATION OF BENEFITS

If a person, who is covered for benefits under this plan is also covered simultaneously under any other plan which provides similar benefits, the amount of benefits payable under this plan for allowable expenses incurred during any benefit year shall be co-ordinated and/or reduced, so that the benefits payable from all plans shall not exceed 100% of the actual allowable expenses.

If a person is covered as an employee, and a spouse is also an employee, under the basic Dental Plan only, both employees will be allowed to be eligible for benefits. The amount of benefits payable under this particular plan shall be co-ordinated and/or reduced so that the benefits shall not exceed 100% of the allowable expenses.

DEPENDENT

- A) The term "Dependent" means a person who is:
- i) The legal spouse or common-law spouse, but only if the common-law spouse has co-habited with the employee for a period of not less than one year and has been publicly represented as a spouse. Only one spouse at any time may be claimed.
 - ii) Any unmarried, natural, adopted, step-child or foster child or other child under the age of 21 years who is principally dependent on the employee for support or lives with the employee in a parent-child relationship. A fully employed child is not a dependent under this definition. Prescription drug and extended health coverage continues until age 25 if the child is attending school full time.
 - iii) The unmarried children of 21 years or more of age who are dependent on the employee for support and maintenance and who are either mentally or physically incapable of self support. Fully employed children are not dependants under this definition.
- B) An employee will be considered to be single and without dependants until he/she has properly enrolled his dependants on the application forms applicable to the specific dependent benefits and he/she may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any person claimed as a dependent. He/she must further inform the Company promptly of any changes in the status of his dependants which would affect their eligibility for benefits.
- i) The dependants of an eligible employee shall be eligible to receive benefits in respect of any eligible expenses incurred on or after the date on which such dependent is properly enrolled under this plan, provided they are not hospitalized at that time, otherwise, on release from hospital.
 - ii) Dependants of any employee shall cease to be eligible for benefits under the Plan on the date on which the employee ceases to be eligible, and in the case of the death of an employee, at the end of the billing period in which such death occurred.

DENTAL PLAN

DENTAL EXPENSE BENEFIT

The Company will provide dental expense benefits according to this Article 33.01 (5) for employees and their dependants, following completion of their probationary period.

- 1. Maximum Benefits** - The maximum benefit amount payable for basic and major **restorative** services combined is **\$2,300** per calendar year and **\$2,300 for a lifetime for orthodontic services**.
- 2. Treatment Plan** - When the total cost of proposed dental work is expected to exceed \$300.00, the Company recommends that a treatment plan be filed for benefit determination prior to the date treatment is rendered.
- 3. Eligible Expense** - Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for general practitioners, or the minimum fee specified in the current Denturist Fee Guide, of the province of Ontario.

Effective Jan 1, 2019 – Dec 31, 2019 – 2018 Dental Fee Guide

Effective Jan 1, 2020 – Dec 31, 2020 – 2019 Dental Fee Guide

Effective Jan 1, 2021 – Dec 31, 2021 – 2020 Dental Fee Guide

Effective Jan 1, 2022 – Dec 31, 2022 – 2021 Dental Fee Guide

Both Legacy and Non-Legacy members

Company reserves the right to use the least expensive method of treatment that would provide a professionally adequate result. The eligible expenses are limited to the following:

BASIC SERVICES - 80% PAYABLE

Examinations

Complete Oral examination (once every two years)
Recall oral examination (Once in 12 Months - ADULTS ONLY)
Emergency examination
Specific oral area examination

Diagnostic Services

Radiographic examination (X-ray), complete series, intra oral films (once every 2 years)
Periapical films
Occlusal films
Posterior bite-wing films (twice in any 12 months)
Panoramic film (once every 24 months)
Cephalometric films
Tracing of radiographs
Interpretation of radiographs from another source

Tests and Laboratory Examinations

Biopsy, soft-hard tissue

Cytological examination
Pulp vitality tests
Diagnostic casts

Preventive Services

Scaling and polishing (Once in 12 months - ADULTS ONLY)
Fluoride treatment (Once in 12 months - ADULTS ONLY)
Oral hygiene instruction (once in every 12 months)
Plaque control program (once only, family maximum \$50.)
Caries/pain control
Interproximal discing of teeth
Space maintainers
Nutritional counselling (once every 24 months per family)
Polishing and finishing restorations
Occlusal pit and fissure sealants
Protective athletic mouth appliance (once yearly)

Endodontic Services

Emergency procedures

Periodontal Services

Management of acute infections and other oral lesions

Surgical Services

Surgical incision
Miscellaneous surgical services

Adjunctive General Services

Drugs (injections)

BASIC SERVICES - 80% PAYABLE

Case Presentation

Treatment Planning
Consultation with patient

Restorative Services

Amalgam restorations primary teeth
Permanent anterior and bicuspid teeth
Permanent molar teeth
Pin reinforcement
Silicate restorations
Acrylic or composite restorations
Other restorative services
Crowns

Endodontic Services

Pulp capping
Pulpotomy

Root Canal Therapy
Apexification
Periapical services

Banding of Tooth to Maintain

Sterile operating field
Chemical bleaching
Intentional removal, apical filling and reimplantation
Emergency procedures

Periodontal Services

Gingival curettage
Gingivoplasty
Gingivectomy
Osseous surgery
Osseous grafts
Soft tissue grafts
Post surgical treatment
Provisional splinting
Occlusal equilibration
Periodontal scaling and root planing
Special periodontal appliances (including occlusal guards)
Anaesthesia

Consultation

With another Dentist

Prosthodontic Services - Removable

Denture adjustments
Denture repairs
Denture rebasing and relining (once in a 36 month period)

Surgical Services

Removal of erupted tooth (uncomplicated) single tooth
Each additional tooth in same surgical site
Removal of erupted tooth (complicated)
Removal of impacted tooth
Removal of residual roots
Surgical exposure of tooth
Alveoloplasty
Gingivoplasty and/or stomatoplasty
Surgical excision
Fractures
Frenectomy
Miscellaneous surgical services

MAJOR SERVICES - 50% PAYABLE

Restorative Services

Metal inlay restorations
Retentive pins
Crowns
Post and core
Other restorative services

Prosthodontics

Complete dentures
Immediate dentures
Transitional partial dentures
Removable partial dentures

Denture Adjustments

After 3 months post-insertion care
Abutment retainers for bridgework
Pontics
Removal, repair, recementation of bridgework
Prefabricated veneer application
Onlays and crowns

ORTHODONTICS - 80% PAYABLE

Interceptive Orthodontics

Observation and adjustment
Active orthodontics - removable
Fixed or cemented - bilateral
Fixed or cemented - unilateral
Appliances to control harmful habits

ORTHODONTICS - 50% PAYABLE

Retention appliances: procedures
Retention appliances and fixed: procedures
Retention appliances - removable: procedures

4. Extension of Benefits - No dental benefits are payable after termination of coverage. However, such benefits are payable under the following:

(i) Where the impression for a denture (including crown, inlays or onlays) was taken prior to the date of the coverage termination and the denture is installed within 30 days of the coverage termination

OR

(ii) Where the termination of coverage is due to the death of the employee, the expense benefit will be payable for a dependent, provided the service is rendered within 90 days following the death and provided it is a series of planned services that commenced prior to the death or rendered at definite dental appointments made prior to the death.

TERMINATION

34.01 This agreement shall continue in force and effect until the **19th day of September, 2022**, and from year to year thereafter unless between the **18th** day of June and the **18th** day of September, **2022**, or between the **18th** day of June and the **18th** day of September of any year thereafter, either the Company notifies the Union or the Union notifies the Company of its desire to terminate this agreement and thereupon this agreement shall terminate as of the **18th** day of September of the year immediately following the year in which notice is given.

Between the **18th** day of June and the **18th** day of September, **2022**, or between the **18th** day of June and the **18th** day of September of any year thereafter the Company may notify the Union or the Union may notify the Company of its desire to amend this agreement, in which event the notice shall set forth the nature of amendment desired. Any amendments which may be agreed upon shall become a part of this agreement without modifying or changing any of the other terms of this agreement, except insofar as may be necessary to give effect to such amendments.

Notice shall be in writing and shall be sufficient if sent by registered mail addressed, if to the Union, to the UNIFOR, Local 876, Georgetown, Ontario, and if to the Company addressed to the Manager, Cooper Standard Automotive, Georgetown, Ontario.

IN WITNESS, WHEREOF the Parties hereto have executed the within agreement.

COOPER STANDARD AUTOMOTIVE

Per: Colin Stewart

NATIONAL AUTOMOBILE, AEROSPACE AND TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (UNIFOR) - CANADA and its Local 876

Tim Mitchell – UNIFOR National Rep.
Jim Marshall – President
Doug Carroll - Chairperson
Jody Hillier - **Committee**
Christine Kent - Committee
Ted Moore – Skilled Trades Representative

RETIREMENT BENEFIT PLAN AGREEMENT

BETWEEN

COOPER STANDARD AUTOMOTIVE

AND

**NATIONAL AUTOMOBILE, AEROSPACE and TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA (UNIFOR) LOCAL 876**

SECTION 1 - ESTABLISHMENT OF THE PLAN

1.01 This Retirement Benefit Plan Agreement is made and entered as of the first day of May, 1994, between Cooper Standard Automotive and Union Local 876 of National Automobile, Aerospace and General Workers Union of Canada (UNIFOR).

1.02 The Plan as amended from time to time will remain in effect, except as otherwise provided herein, subject to the continued registration thereof by the relevant tax authorities and under any applicable provincial pension legislation.

SECTION 2 - DEFINITIONS

Unless a different meaning is clearly required by the context:

2.01 "Actuarial Equivalent" shall mean an actuarially equal value computed at the rates of interest and using the actuarial tables last adopted by the Actuary for the purposes of the vehicle through which benefits under the Plan are being funded.

2.02 "Actuary" shall mean the actuary or firm of actuaries, retained by the Company for the purposes of this Plan, who shall be, or in the case of a firm, one of whose members shall be a Fellow of the Canadian Institute of Actuaries.

2.03 "Beneficiary" shall mean any person or persons designated by a Member, in such form and manner as the Company may prescribe, to receive amounts payable hereunder in the event of the death of the Member. Such designation may be revoked or amended by the Member at any time in similar manner and form, subject to the terms of the Plan and any applicable laws governing the designation of beneficiaries. If there is not a designated Beneficiary, or if the designated Beneficiary is not living at the time of death of the Member, then the estate of the Member shall be the Beneficiary.

2.04 "Collective Agreement" shall mean the agreement entered on May 1, 1994, between the Company and the Union.

2.05 "Company" shall mean Cooper Standard Automotive.

2.06 "Continuous Service" shall mean the number of years and completed months (treating each

month as one-twelfth of a year) of unbroken service from the most recent date of hire with the Company through the date of an employee's retirement or termination of employment, including periods of annual vacation, absence due to illness, and approved leaves of absence.

2.07 "Credited Service" shall mean the service of a Member which has been credited to him and remains to his credit pursuant to Section 3 credited to him hereof.

2.08 "Effective Date" shall mean February 1, 1979.

2.09 The term "**Employee**" means any employee of the Company who is a member of the bargaining unit as defined in the applicable sections of the Collective Labour Agreement, and meets the applicable eligibility requirements of this Agreement.

2.10 "Funding Agency" shall mean the trust or insurance company or companies licensed to do business in Canada and successors thereof as the Company may appoint from time to time to hold, administer and invest the Pension Fund.

2.11 "Funding Agreement" shall mean the agreement or agreements entered between the Company and the Funding Agency for the purpose of establishing and maintaining the Pension Fund.

2.12 "Layoff" shall mean layoff as defined in the Collective Agreement.

2.13 "Member" shall mean an Employee, who is a member of the Union as defined in the applicable sections of the Collective Agreement, and meets the applicable eligibility requirements of the Collective Agreement or a former Employee entitled to benefits under the plan.

2.14 "Normal Retirement Date" shall mean the first day of the month coincident with or next following a Member's attainment of age sixty-five.

2.15 "Pension Benefits Act" shall mean the Pension Benefits Act, of Ontario and regulations thereunder, both as amended from time to time.

2.16 "Pension Fund" shall mean the assets which are held, administered and invested from time to time by the Funding Agency, under the terms of the Funding Agreement.

2.17 "Physician" shall mean a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine.

2.18 "Plan" shall mean the pension plan established under the terms of this Retirement Benefit Plan Agreement between the Company and Union, the provisions of which are set out herein.

2.19 "Plan Year" shall mean the period from each January 1st to the subsequent December 31st.

2.20 "Totally and Permanently Disabled" shall mean disabled by bodily injury or disease other than disability which:

- (i) was contracted, suffered or incurred while the employee was engaged in or resulted from his having engaged in a criminal enterprise;
- (ii) resulted from wilfully self-inflicted injury; or
- (iii) can be established as being caused by service in the armed forces of any country.

which in the certified opinion of a Physician selected by or satisfactory to the Company will presumably, permanently, continuously and wholly prevent the employee, during the remainder of his life, from meeting the job requirements of any job covered by the Collective Agreement.

2.21 "Union" shall mean the National Automobile, Aerospace and Transportation and General Workers Union of Canada, **UNIFOR**, Local 876.

Reference to the male gender shall include the female gender unless the context requires otherwise. Words importing the singular number shall include the plural and vice versa.

SECTION 3 - ELIGIBILITY AND CREDITING OF SERVICE

3.01 Each employee who is represented by the Union and who is in the service of the Company on or after February 1, 1979, shall automatically become a Member of the Plan upon attaining seniority status with the Company.

3.02 A member will be credited with Credited Service which shall mean the number of years or fractions thereof of a member's service with the Company after February 1, 1959, and prior to his Normal Retirement Date, subject to the following:

- (a) A Member who is absent from his work pursuant to a paid leave of absence granted, under the provisions of the Collective Agreement, other than for work with the Union or its affiliates or with another employer shall be credited upon his return to active employment with service during any one leave of absence, to a maximum credit of one year.
- (b) A Member who has been on Layoff shall be credited upon his return to active employment with service during any one layoff to a maximum credit hereunder of one year.

3.03 If an employee terminates his service with the Company and is later re-employed, he/she shall for the purposes of the Plan, be regarded as a new employee who does not have credited service with the Company, provided that any rights previously vested in accordance with Section 8.01 and 9.07 hereof shall not be affected by such re-employment.

3.04 Any employee who transfers his employment within the Company to a position in which he/she ceases to be an Employee within the meaning of this Plan, shall immediately cease to accrue further benefits under this Plan, but shall not be deemed to have terminated employment in accordance with Sections 3.03 and 8.01 hereof.

3.05 Any employee who becomes a Member of the Pension Plan for Salaried and Non-Union employee of Cooper Standard Automotive shall be provided with benefits for all continuous service with the Company under that plan in lieu of any benefits accumulated hereunder and shall not be deemed to have terminated employment in accordance with Sections 3.03 and 8.01 hereof.

3.06 An employee who becomes a Member of this Plan shall thereupon cease to be considered an employee within the meaning of any other pension plan of the Company.

SECTION 4 - CONTRIBUTIONS

4.01 Employees shall ~~not~~ be required or permitted to contribute to the plan **and will pay \$1/hour towards a pension capped at 40 hours/week.**

4.02 The Company shall, from time to time but not less frequently than annually, make contributions for deposit in the Pension Fund in such total amount as is required based on the advice of the Actuary after taking into account the assets of the Pension Fund, and all other relevant factors, to provide the normal cost of the benefits currently accruing in accordance with the provisions of the Plan and to provide for the proper amortization of any unfunded liability or experience deficiency with respect to benefits previously accrued.

4.03 Company contributions which are made in respect of current service shall be deposited in the Pension Fund within 120 days following the end of the Plan year. Company contributions which are made in respect of any unfunded liability or experience deficiency shall be deposited in the Pension Fund within 30 days following the end of the Plan Year.

SECTION 5 - RETIREMENT DATES

5.01 A Member who retires from service with the Company on or after the effective date and who has attained his Normal Retirement Date and has ten or more years of Continuous Service, shall be entitled to receive a pension calculated in accordance with Section 6.01 hereof, on the first day of the month coincident with or next following his retirement from the Company.

5.02 A Member may retire early after the effective date with the consent of the Company, on the first day of any month following his attainment of age fifty-five and completion of ten years of continuous service.

5.03 An employee who is a member and who becomes Totally and Permanently Disabled prior to his Normal Retirement Date and after the effective date and who has ten or more years of continuous service shall be eligible to receive a disability pension subject to the conditions in Section 11 hereof.

SECTION 6 - AMOUNT OF PENSION

6.01 Each member who retires from service with the Company on or after his Normal Retirement Date and the effective date and who has completed ten or more years of Continuous Service with the Company, shall receive a monthly pension commencing on the first day of the month coincident with or next following his retirement date equal to the amount indicated in the following table multiplied by the number of years of his Credited Service:

Retirement Date	Amount of Pension
After May 1, 2000	\$27.00
After May 1, 2001	\$29.00
After May 1, 2003	\$32.00
After May 1, 2004	\$33.00
After May 1, 2005	\$35.00
After May 1, 2006	\$36.00
After May 1, 2007	\$37.00

After May 1, 2008

\$39.00

Supplemental Pension - Age 55 to 65 years of age

- \$3.00 increase to a total of \$9.00 per year of service, Effective May 1, 2003
- \$1.00 increase to a total of \$10.00 per year of service, Effective May 1, 2006

Supplemental Pension is not subject to a reduction factor for early retirement and will be paid until the employee's sixty fifth (65) birthday.

Pension (and all service) will be suspended for one year commencing May 1, 2009 (or a time subsequent to this date that can be completed at the earliest point practical following notice.

6.02 The retirement benefit of a Member who retires prior to his Normal Retirement Date pursuant to Section 5.02 hereof, shall be payable commencing on the first day of the month coincident with or next following his early retirement date and shall be computed in accordance with Section 6.01 above but reduced by $\frac{4}{10}$ of 1% for each full month that commencement of early retirement benefits precedes the Member's Normal Retirement Date.

6.03 All terms in this Section 6.03 shall have the meaning assigned thereto in Revenue Canada's Information Circular 72-13R7. In order to comply with Revenue Canada's requirements for Registered Pension Plans and notwithstanding any other provision of this plan, the annual pension provided under this plan, at retirement, termination of employment, or termination of the Plan, shall not exceed the lesser of:

- (a) 2% of the average of the Participant's best three (3) consecutive years of remuneration received from the Company multiplied by his years of pensionable service, not exceeding thirty-five (35) years; and
- (b) \$1,715 multiplied by the Participant's years of pensionable service with the Company, not exceeding thirty-five (35) such years;

provided, however, that the above prohibition will not apply to annual pensions of \$200 or less per year of service nor will it apply to the portion of the annual pension derived from a Member's voluntary contributions.

Benefits on early retirement, termination of employment or death shall not have a value in excess of the then value of the foregoing maximum benefits payable at age sixty in the form of a life annuity with a certain period of one hundred and twenty (120) months.

SECTION 7 - OPTIONAL FORMS OF PENSION

7.01 The normal form of pension under the plan is payable monthly for the entire lifetime of the retired member with payments commencing on the first day of the month coincident with or immediately following the Member's retirement date and with payments ceasing with the payment immediately preceding the Member's death regardless of the number of payments he/she has received.

7.02 However, in lieu of the above, a member may elect by notice in writing to the Company at any time

prior to the commencement of pension payments, one of the following optional forms of pension which shall be the Actuarial Equivalent of the normal form of pension under the Plan, provided that no election will be permitted which would result in a guaranteed period exceeding the lesser of fifteen (15) years, or the period from the date of retirement of the Member to the day before the date on which his eighty-sixth (86th) birthday would occur. An election to receive an optional form of retirement benefit may be cancelled or changed, provided notification of such cancellation or change complies with the requirements for an election, as expressed above.

(a) LIFE - GUARANTEED FIVE (5) YEARS

This option provides payments for the entire lifetime of the retired member and guarantees that, should the member die after his pension has commenced but before he/she has received sixty (60) monthly payments thereof, the payments shall be continued to his Beneficiary until sixty (60) monthly payments in all shall have been made. If the Beneficiary is the retired member's estate, any remaining guaranteed monthly payments shall be commuted and paid in a lump sum to the estate.

(b) LIFE - GUARANTEED TEN (10) YEARS

This option provides payments for the entire lifetime of the retired participant and guarantees that, should the Member die after his pension has commenced but before he/she has received one hundred and twenty (120) monthly payments thereof, the payments shall be continued to his Beneficiary until one hundred and twenty (120) monthly payments in all shall have been made. If the Beneficiary is the retired Member's estate, any remaining guaranteed monthly payments shall be commuted and paid in a lump sum to the estate.

(c) LIFE - GUARANTEED FIFTEEN (15) YEARS

This option provides payments for the entire lifetime of the retired member and guarantees that, should the member die after his pension has commenced but before he/she has received one hundred and eighty (180) monthly payments thereof, the payments shall be continued to his Beneficiary until one hundred and eighty (180) monthly payments in all shall have been made. If the Beneficiary is the retired member's estate, any remaining guaranteed monthly payments shall be commuted and paid in a lump sum to the estate.

(d) JOINT ANNUITANT PENSION

Under this option, a Member may have his pension continue for the lifetime of a joint annuitant under one of the following formats:

- (i) after his death the pension shall continue to the joint annuitant in the same amount as had been received by the member prior to the date of his death, or
- (ii) after his death, either one-half (1/2), two thirds (2/3), or three quarters (3/4) of the amount that had been received by the member prior to the date of his death shall continue to the joint annuitant. In the case of the death of the joint annuitant before the member retires under the Plan, the pension will become payable at the retirement date of the member as if the optional form had not been elected. In such case, the

member may make another election under the terms of this Section.

7.03 The Company may adopt or establish from time to time, other optional forms of retirement income consistent with the rules and regulations of the Department of National Revenue and any other legislation affecting the Plan.

SECTION 8 - TERMINATION OF EMPLOYMENT

8.01 If a Member's employment with the Company is terminated for any reason other than death or retirement, subsequent to the completion of two years of continuous service, such member shall receive, commencing on his Normal Retirement Date a deferred life annuity computed in accordance with Section 6.01 hereof using the rate of retirement benefit in effect at the member's date of termination. Such deferred life annuity shall not be capable of surrender or commutation.

SECTION 9 - DISABILITY BENEFITS

9.01 An employee who is a member who becomes Totally and Permanently disabled prior to his Normal Retirement Date and who has completed ten or more years of continuous service, with the Company shall be eligible to receive a disability pension, subject to the conditions in the remaining paragraphs of this Section, computed in accordance with Section 6.01 hereof.

9.02 The pension of a member eligible to receive a disability pension shall become payable, if he/she shall then be living, on the first day of the month next following the later of the date on which he/she shall have filed an application for such pension with the Company on a form supplied by the Company or the date on which he/she ceased to receive remuneration from the Company, draw Weekly Indemnity benefits under the Welfare Benefits Plan Agreement, or be credited with service pursuant to Section 3.02 (c) hereof while receiving Workmen's Compensation benefit, and it shall be payable on the first day of each month thereafter up to and including the earlier of the month in which his disability retirement shall end pursuant to the following paragraphs of this Section or the month in which his death occurs.

9.03 Any member applying for a disability pension shall, if requested by the Company, submit to one or more physical examinations by a Physician or Physicians selected by the Company in order that the Company may determine whether such employee is Totally and Permanently Disabled and thus entitled, if otherwise qualified, to a disability pension.

9.04 A member on disability retirement shall be required to submit to a physical examination at any reasonable time and place during such retirement prior to his Normal Retirement Date for the purpose of determining his condition, whenever such examination shall be requested by the Company, but not more often than twice in any calendar year after Total and Permanent Disability has been established. A member who refuses to submit to any physical examination properly requested in accordance with the provisions of this Section may have his disability pension suspended until he/she does submit to such physical examination.

9.05 If, after his retirement on disability pension but before his Normal Retirement Date, a Member shall cease to be Totally and Permanently disabled, his disability pension shall cease, subject to Section 9.06 hereof.

9.06 If a Member's disability pension ceases pursuant to the provisions of the preceding paragraph, the Company will re-employ the pensioner in accordance with his seniority existing at the date of his

retirement if the Company has employment available for him that he/she can do to the satisfaction of the Company. If the Company does not rehire the Member and the only reason for not doing so is because the pensioner does not have the ability to perform the available job to the satisfaction of the Company, then the pensioner's disability pension will continue notwithstanding Section 9.05, hereof.

9.07 A member who was retired on a disability pension in accordance with this Section 9, and who is re-employed upon the termination of his disability shall, upon his subsequent retirement be entitled to a pension based on his Credited Service accumulated on his disability retirement date increased by any Credited Service attributable to his service subsequent to his date of re-employment.

SECTION 10 - PENSION FUND

10.01 The Company has established and will maintain during the term of the Plan a Pension Fund to be held and invested by the Funding Agency under the terms of the Funding Agreement.

10.02 All contributions of the Company will be paid into the Pension Fund. The Pension Fund will be administered by the Funding Agency in accordance with the terms of the Funding Agreement.

10.03 Investments will be restricted to the securities and loans prescribed by the regulations of the Pension Benefits Act.

10.04 A copy of the Funding Agreement may be examined by a Member at any reasonable time at the office of the Company.

10.05 All benefits under the Plan will normally be paid out of the Pension Fund. However, the Company may at any time in its sole discretion require the Funding Agency to purchase out of the Pension Fund from a life insurance company licensed to do business in Canada, benefits of equal amount and payable under the same conditions as the pension to which any retiring Member is entitled under the Plan, so long as such action will not result in the Plan ceasing to be approved or registered for purposes of the Income Tax Act.

10.06 Neither the Company nor the Funding Agency shall be liable in any manner if the Pension Fund should be insufficient to provide the payment of any retirement benefits, provided the Company has made the necessary contributions to the Pension Fund pursuant to the requirements of the Pension Benefits Act.

10.07 The fiscal year of the Pension Fund shall be on a calendar year basis.

SECTION 11 - ADMINISTRATION OF THE PLAN

11.01 The Plan shall be administered by the Company which shall determine all questions relating to the length of service, eligibility, early or postponed retirement and rates and amounts of Compensation for the purposes of the Plan and shall conclusively decide all matters relating to administration, interpretation, application and overall operation of the Plan, consistently however, with the rules and regulations of the Department of National Revenue, the requirements of the Pension Benefits Act and any other regulatory bodies with the text of the Plan and the terms of the Funding Agreement.

11.02 In the administration of the Plan, the Company may from time to time employ agents and delegate to them such duties as it deems fit, and may from time to time consult with counsel who may be counsel

to the Company.

11.03 All normal or reasonable expenses incurred in the operation of the Plan with respect to actuarial, consulting and administrative services will be withdrawn from the Pension Fund, unless otherwise paid by the Company.

11.04 Should any dispute arise between the Company and any employee applicant for a disability pension or pensioner on disability retirement as to whether he/she is, or continues to be, totally and permanently disabled as defined in this Agreement, such dispute shall be resolved as follows:

- (a) The employee applicant or pensioner shall be examined by a physician appointed for that purpose by the Company and by a physician appointed for that purpose by the Union.
- (b) If they disagree concerning either total and permanent disability, or disability under Section 9.01, as the case may be, the question shall be submitted to a third physician selected by the said two physicians. The opinion of the third physician, after examination of the disabled person and consultation with the other two physicians shall decide such question and such decision shall be binding upon the Company, the Union and the disabled person. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

SECTION 12 - GENERAL PROVISIONS

12.01 Neither the establishment of this Plan nor the making of contributions by the Company nor any action of the Company or the Funding Agency shall be held or construed to confer upon any person any right to be continued as an Employee of the Company. All Members shall be subject to discharge to the same extent as if this Plan had never been adopted, and the Company expressly reserves the right to discharge any Employee without any liability on the part of the Company, or the Funding Agency except as provided herein.

12.02 The Company shall provide each Member with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Member with reference to the benefits available to him under the terms of the Plan, and such other information as may be prescribed by the regulations made pursuant to the Pension Benefits Act.

12.03 If the Company receives evidence that (a) a person entitled to receive any payments under the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefor and (b) another person or an institution is then maintaining or has custody of such person and no guardian, committee or other representative of such person has been duly appointed by a court of competent jurisdiction, the payments may be made to such other person or institution and shall be a valid and complete discharge of all liability for the payment.

12.04 No payment of pension benefits shall commence until the Member has filed satisfactory proof of age with the Company. A Member who has named a joint annuitant shall also be required to provide satisfactory proof of age for such joint annuitant.

12.05 If the amount of the retirement income or deferred retirement income payable to the Member is less than \$25 a month, or such other amount as may be permitted from time to time in accordance with

the Pension Benefits Act and the rules and regulations of the Department of National Revenue, the Member may receive the Actuarial Equivalent thereof in quarterly, semi-annual or annual payments, or the commuted value thereof in a lump sum, at the sole discretion of the Company.

12.06 Wherever the records of the Company are used for the purposes of this Plan, such records shall be conclusive of the facts with which they are concerned.

12.07 No benefit which shall be payable under the Plan to any person shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge whether voluntary or involuntary, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; and no such benefit shall in any manner be liable for or subject to the debts, contracts, liabilities, or engagements of any such person nor shall such benefit be subject to attachment or legal process for, or against, such person, and the same shall not be recognized under the Plan, except to such an extent as may be required by law.

12.08 The provisions of this Plan shall be construed, regulated and administered according to the laws of the Province of Ontario.

12.09 The Union to receive an actuarial evaluation of the Pension Plan annually.

12.10 Employees to receive an annual statement on their Pension entitlement.

SECTION 13 - CONTINUANCE, AMENDMENT TO, OR TERMINATION OF THE PLAN

13.01 Amendments to the Plan must be adopted in writing by the mutual consent of the Company and the Union.

13.02 It is the intent of the Company and the Union that the Plan shall be and remain an approved plan so as to qualify under the appropriate provisions of the Income Tax Act. The Company shall promptly submit the Plan and any subsequent amendments thereto for approval. The Company will make modifications, alterations or amendments to this Plan necessary to obtain and retain such approval of the Minister of National Revenue as are required in order to establish the qualified status of the Plan and the deductibility for income tax purposes of Company contributions to the Fund.

13.03 The Company shall promptly submit the Plan, and any subsequent amendments thereto, for registration by the proper regulatory authority of each Province which may require it and the Company will make any modifications, alterations or amendments to this Plan necessary to obtain and retain registered status in such Provinces. The Company shall submit, or cause to be submitted, to such regulatory authorities any periodic reports which may be required by law.

13.04 The Company and the Union agree to make any modifications, alterations or amendments to this Plan required by any Federal or Provincial legislation.

13.05 This Plan shall continue in full force and effect until the expiration of the Collective Agreement, and thereafter unless either the Company or the Union serves upon the other a written notice of desire to negotiate with respect to a modification of the Plan. No such notice shall be given earlier than 60 days prior to the expiration of said period. At any time during such negotiations either party may serve upon the other a written notice of desire to terminate in which event this Plan shall terminate 60 days after such termination notice has been served.

13.06 Except as specifically provided in Sections 13.01, 13.02 and 13.03, hereof, neither the Company nor the Union for the duration of the Collective Agreement shall demand any change in the Plan, nor shall either be requested to bargain with respect to any change in the Plan, nor shall any modification, alteration or amendment of the Plan be an objective of or reason for any strike or lockout, or other exercise of economic force or threat by the Union or the Company.

13.07 Termination of the Collective Agreement shall not have the effect of automatically terminating the Plan. In the event of termination of the Collective Agreement, except as may be provided in any subsequent agreement between the parties, the Company may continue, amend, modify or terminate the Plan provided, however, that any such action shall not operate to adversely affect any benefits otherwise earned by members to the extent the assets of the Fund are sufficient to provide such benefits at the time of such action.

13.08 In the event of the termination of the Plan, the Company shall not be obligated to make any further contributions to the Plan with respect to service after the date of such termination of the Plan.

13.09 Should the Plan be wholly discontinued or terminated all contributions on deposit in the Pension fund shall first be used to provide benefits as outlined in the Plan and Funding Agreement for the Members, their Beneficiaries and joint annuitants, in accordance with their respective shares of the Pension Fund, subject to the requirements of the Department of National Revenue and the Pension Benefits Act, through the purchase of annuity contracts from an insurance company licensed to do business in Canada, or by transfer of the benefits to which the respective participants are entitled to the pension plans of subsequent employers or to registered retirement savings plans or by the continuation of the Pension Fund for the provision of deferred pensions as determined by the Company, or by the payment of cash refunds, subject to the requirements of Revenue Canada and the Pension Benefits Act. After provision has been made for the satisfaction of all liabilities of the Plan, any surplus assets as may remain in the Pension Fund may revert to the Company or be used as the Company may direct.

IN WITNESS WHEREOF each of the parties hereto has caused his Retirement Benefit Plan Agreement to be signed the first day of February, 1982, by its authorized representatives as of the day and year first above written.

FOR THE COMPANY

Colin Stewart

FOR THE UNION

Tim Mitchell – UNIFOR National Rep.

Jim Marshall - President

Jody Hillier- **Committee**

Christine Kent - Committee

Ted Moore – Skilled Trades Representative

SCHEDULE “A”
LABOUR RATES BY OCCUPATIONAL GROUPS
Effective: September 20, 2019 – September 19, 2020

DIRECT LABOUR

		Start	3 mths	4mths
	PN Pool	23.89		
36	Working Job Control & Set-Up	24.32		
	Operator, Flock & Glue			
37	Working Leader, Set up, Operator,	24.42	24.52	24.62
	General Relief, Packer			
40	Operators in Line Extrusion,	24.27		
	to operate tuber, Rubber Feed, Stock Take-Off and to perform			
41	Roll Forming Operator	24.40		
14 & 15	Operator Injection Moulding	24.22		

INDIRECT LABOUR

7	Set-up, Instruction, Planning,	25.97	26.06	26.12
	Stock Handling, Operate & Relief.			
17	Floor Inspector of Material as	23.83	23.98	24.13
	Purchased, in Process & Finished			
39	Leader in Line Extrusion	26.02	26.12	26.22
42	Lead Hand & Layout Inspector	24.76	24.86	24.96
45	Lubricator - Mechanic	24.28	24.37	24.43
47	C02 Mould Cleaning	24.28	24.37	24.43
49	Shipping, Receiving, Lift Truck,	23.86	23.92	24.01
	Stock Handling			
50	Quality Control Analyst	24.53	24.59	24.68
56	Teaching & Repairs			23.90
60	Leader of Groups #49, #66			24.59
66	Shipper/Receiver			24.21
69	Auditor			23.90
99	Student.....			15.00

SKILLED TRADES

44	Tool & Die (Certified)			31.58
46	Certified Industrial Millwright.....	31.38		31.58
48	Leader of Groups # 44 and #55.....			31.78
57	Leader of Groups #45, #46			31.78

Progressive Hiring Rates shall not apply to the groups listed under the Skilled Trades Wage Rate section.

Effective: September 20, 2020 – September 19, 2021

DIRECT LABOUR

		Start	3 mths	4mths
	PN Pool	24.34		
36	Working Job Control & Set-Up	24.77		
	Operator, Flock & Glue			
37	Working Leader, Set up, Operator,	24.87	24.97	25.07
	General Relief, Packer			
40	Operators in Line Extrusion,	24.72		
	to operate tuber, Rubber Feed, Stock Take-Off and to perform			
41	Roll Forming Operator	24.85		
14 & 15	Operator Injection Moulding	24.67		

INDIRECT LABOUR

7	Set-up, Instruction, Planning,	26.42	26.51	26.57
	Stock Handling, Operate & Relief.			
17	Floor Inspector of Material as	24.28	24.43	24.58
	Purchased, in Process & Finished			
39	Leader in Line Extrusion	26.47	26.57	26.67
42	Lead Hand & Layout Inspector	25.21	25.31	25.41
45	Lubricator - Mechanic	24.73	24.82	24.88
47	C02 Mould Cleaning	24.73	24.82	24.88
49	Shipping, Receiving, Lift Truck,	24.31	24.37	24.46
	Stock Handling			
50	Quality Control Analyst	24.98	25.04	25.13
56	Teaching & Repairs			24.35
60	Leader of Groups #49, #66			25.04
66	Shipper/Receiver			24.66
69	Auditor			24.35
99	Student.....			15.00

SKILLED TRADES

44	Tool & Die (Certified)		32.23
46	Certified Industrial Millwright.....	32.03	32.23
48	Leader of Groups # 44 and #55.....		32.43
57	Leader of Groups #45, #46		32.43

Progressive Hiring Rates shall not apply to the groups listed under the Skilled Trades Wage Rate section.

Effective: September 20, 2021 – September 19, 2022

DIRECT LABOUR

		Start	3 mths	4mths
	PN Pool	24.79		
36	Working Job Control & Set-Up	25.22		
	Operator, Flock & Glue			
37	Working Leader, Set up, Operator,	25.32	25.42	25.52
	General Relief, Packer			
40	Operators in Line Extrusion,	25.17		
	to operate tuber, Rubber Feed, Stock Take-Off and to perform			
41	Roll Forming Operator	25.30		
14 & 15	Operator Injection Moulding	25.12		

INDIRECT LABOUR

7	Set-up, Instruction, Planning,	26.87	26.96	27.02
	Stock Handling, Operate & Relief.			
17	Floor Inspector of Material as	24.73	24.88	25.03
	Purchased, in Process & Finished			
39	Leader in Line Extrusion	26.92	27.02	27.12
42	Lead Hand & Layout Inspector	25.66	25.76	25.86
45	Lubricator - Mechanic	25.18	25.27	25.33
47	C02 Mould Cleaning	25.18	25.27	25.33
49	Shipping, Receiving, Lift Truck,	24.76	24.82	24.91
	Stock Handling			
50	Quality Control Analyst	25.43	25.49	25.58
56	Teaching & Repairs			24.80
60	Leader of Groups #49, #66			25.49
66	Shipper/Receiver			25.11
69	Auditor			24.80
99	Student.....			15.00

SKILLED TRADES

44	Tool & Die (Certified)			32.88
46	Certified Industrial Millwright.....	32.68		32.88
48	Leader of Groups # 44 and #55.....			33.08
57	Leader of Groups #45, #46			33.08

Progressive Hiring Rates shall not apply to the groups listed under the Skilled Trades Wage Rate section.

September 20, 2019

All new hires will be hired using a progressive hire rate that maxes at \$21.15 per hour for the pool rate in the third year of this contract. Should a new hire move to different job other than Pool the same progressive hire rate and base pay shall apply, applicable to new hires only.

September 20, 2019	September 20, 2020	September 20, 2021
Year One	Year Two	Year Three
Start: \$17.05*	Start: \$17.60*	Start: \$18.15*
After 1st Yr: \$18.05*	After 1st Yr: \$18.60*	After 1st Yr: \$19.15*
After 2nd Yr: \$19.05*	After 2nd Yr: \$19.60*	After 2nd Yr: \$20.15*
After 3rd Yr: \$20.05*	After 3rd Yr: \$20.60*	After 3rd Yr: \$21.15*

This chart is subject to change with the production rate after 3 years being 21.15/hr for non-legacy members. Non-legacy members who apply and get accepted into the lead hand position their new top rate would be 22.15/hr after 3 years of continuous service. “After 1st Yr” refers to your date of hire.

All new hires after August 1, 2016 shall follow the new wage progression. Maxing out for production areas at 21.15 /hr unless in a lead hand position.

Additional \$1.00 per hour over and above hourly rate for Lead Hands –Yr 1 Non-Legacy.

Additional \$0.55 per hour over and above hourly rate for Quality Control Analyst – Yr 1 Non-Legacy

Add shift premium as follows:

Afternoons: \$0.30 -yr1/ \$0.35 - yr2/ \$0.40 - yr3
Midnights: \$0.35-yr1/ \$0.45 - yr2/ \$0.50 - yr3

Employees working split shifts shall receive \$0.05 per hour additional.

LETTER OF UNDERSTANDING

The following letters which constitute part of the Collective Agreement will remain in effect for the duration of this contract unless changed by mutual agreement.

LETTER OF UNDERSTANDING

LETTER #3

RE: INVENTORY

As agreed to during negotiations, when the Company is scheduling inventory during a normal work day (s), and the second shift (afternoons) is not required, the Company will post a notice of such inventory for 48 hours and allow employees from all weekday shifts to sign this list.

The Company will then allow, as per requirement, the most senior employees signing the list to work this inventory.

It is understood that this is being done on a voluntary basis. If not enough employees volunteer for inventory, the Company will then assign employees with the least seniority to perform the required work.

LETTER OF INTENT

LETTER # 4

RE: ARTICLE 3 - ANTI-DISCRIMINATION; ANTI-HARASSEMENT

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This joint policy shall be interpreted in accordance with and subject to the provisions of the Code.

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

The workplace is defined as all premises of the corporation and any other place at which events organized as a corporate or employee function take place, which may include areas such as offices, production areas, restrooms, cafeterias, lockers, conference rooms, parking lots, off-site company functions and customer visits.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

1. Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,

2. Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment,
3. Posting or circulation of offensive photos or visual materials,
4. Refusal to work or converse with an employee because of their racial background or gender,
5. Unwanted physical conduct such as touching, patting, pinching, etc.,
6. Backlash or retaliation for the lodging of a complaint or participation in an investigation.

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

COMPLAINT AND INVESTIGATION PROCEDURE:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may:

- A) If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discrimination against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details
- B) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Union Representative.
- C) If the Supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, it will then be submitted in writing to the joint committee. The joint committee will be comprised of two (2) representatives selected by the Company and two (2) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one (1) woman. These representatives must be appropriately trained regarding harassment and discrimination issues. It is understood that only one representative will be utilized from each side at one time.

The joint committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the joint committee may, if he/she so wishes, have Union representation during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the joint committee will be securely maintained in the offices of the Company and the Union. Upon the completion of the joint investigation, the joint committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resource person and the Plant Chairperson. If the members of the joint committee do not agree, the report may reflect differences in the findings.

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employee(s). If, after completion of a thorough investigation, a harassment complaint can neither be proved or disproved in the view of the investigators, the local Human Resource person, on consultation with the local plant chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the collective agreement. In the event the complaint remains unsolved and a violation of the collective agreement is alleged, the matter may be considered as a grievance beginning at Step 3 of the grievance procedure.

Nothing in this Letter of Understanding prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

LETTER #5 PEL

As a part of the negotiations concluded today, the Company agreed that effective May 1, 1997 it will accrue three cents (.03) for each hour (excluding any vacation period) for which employees in the bargaining unit are compensated, to be used for educational purposes. Such accrued amounts shall be paid at the end of each quarter into a trust fund established by the National Union UNIFOR, Canadian Region at their headquarters in Port Elgin, Ontario.

Upon written application at least four weeks in advance, employees selected by the Union shall be granted a leave of absence without pay from the Company for a period not to exceed, in any twelve (12) months, twenty (20) days class time plus travel time where necessary. Such leave shall be available only to employees selected to benefit from the educational program funded wholly or in part from the trust fund referred to above and will be limited to two employees at any one time in this particular program.

Employees granted such Leave of Absence will continue to accrue seniority and benefits during such leave.

LETTER OF INTENT

LETTER #6

RE: CROSS TRAINING

The parties agree that adequate cross training is necessary to ensure a flexible work force as well as developing the employees to sufficiently handle new processes and methods of manufacturing.

Although, training shall be the responsibility of the Company, the Union agrees to consult and

communicate with the Company on this matter. Further, it agrees to meet with the Company and resolve any problems arising, after any training has been mutually agreed upon.

The Company will attempt to develop a master schedule matrix on training wherever possible, to ensure consistency and the most efficient manner to complete the cross training.

LETTER OF UNDERSTANDING

LETTER #7

During the negotiations for the renewal of a Collective Agreement between Cooper Standard Automotive and The Canadian Automobile Workers Union, dated the 1st day of May, 2003 and expiring the 30th day of April, 2006, the representatives of the Company and the Union had occasion to discuss the practice of paying bargaining unit employees on Thursdays. The parties, through their representatives, have agreed that the pay practices as they have been followed in the past will be continued for the life of the renewal Agreement.

LETTER #9

This letter will confirm the situation of Paid Lunches for Saturday work as discussed during our meeting of June 17, 1991.

If the Friday Midnight Shift (being completed Saturday morning) should work a full shift and the Day Shift on Saturday would work 8 hours, employees would receive a 20 minute paid lunch on the Day Shift. However, if there is no Friday Midnight Shift and the Day Shift works 8 hours on Saturday, they will not receive a 20 minute paid lunch, employees will take a half hour lunch break.

LETTER OF AGREEMENT

LETTER # 10

If the Company needs to speak to an employee who is working the Midnight Shift, the meeting will be held at 7:30 A.M. and the employee may be asked to stay until this time. The employee will be paid for his time.

LETTER OF AGREEMENT

LETTER #11

Each year on the National Day of Mourning (April 28) at 11:00 A.M., a one (1) minute silence will be observed in memory of workers killed or injured on the job. Exceptions to this will be any continuous operations.

LETTER OF UNDERSTANDING

LETTER #13

As agreed to during negotiations, payments of W.S.I.B. benefits is to be prepaid by the short term disability insurance carrier as an advance whenever claims were not paid to the employee within twenty-one (21) days. In these cases, the employee will sign a waiver and an amount equal to the weekly indemnity payment will be paid to an employee who would otherwise qualify for short term disability benefits. The insurance carrier will be reimbursed upon receipt of W.S.I.B. benefits to the employee as per the afore mentioned waiver.

If for any reason, the claim is denied by the Compensation Board and/or the insurance company, Cooper Standard Automotive will be empowered to recover the amount advanced to the employee by any means available, including from vacation monies.

LETTER OF UNDERSTANDING

LETTER #14

DAY OF COMMEMORATION AND ACTION TO END VIOLENCE AGAINST WOMEN:

The Company agrees to allow employees one (1) minute of silence at 10:00am December 6th, each year, in observance of the Day of Commemoration and Action to end Violence Against Women. The Union will post a reminder notice and the company will make an approved announcement, to be provided by the Union, to all employees before 10:00am on December 6th, each year.

LETTER OF UNDERSTANDING

LETTER #18

JULY 1 HOLIDAY/VACATION LETTER:

The Company will attempt to provide the July 1st holiday exclusive of the Companies shutdown period whenever possible noting that service to our customers is essential. In cases where our customers do not take the July 1st holiday exclusive of the shutdown period it may be necessary for the Company to align with the customer's schedule.

LETTER OF UNDERSTANDING

LETTER #19

PAID LUNCHESES

When an area is operating on all three shifts, an equal number of employees on the dayshift and afternoon shift will be given a corresponding paid lunch

LETTER OF UNDERSTANDING

LETTER #20

PENSION WINDOW

Effective May 1st, 2006 to July 31st, 2006 employees who are age 60 and have 20 years of service will be eligible to retire with an unreduced pension which will include health care benefit coverage's until age 65.

LETTER OF UNDERSTANDING

LETTER #21

Parties agree to the deletion of Occupational Group 38, to grandfather all current Gr 38 employees into the Occ Gr 17. Furthermore, employees who hold backup Gr 38's would become backup Gr 17. All existing employees within Occ Gr 17 will remain as Occ Gr 17, but all new employees entering into Gr 17 would be required to successfully complete all courses required by the Company within a two (2) year time frame or being actively enrolled within said courses. Based upon the successful completion of said courses, employees in Occ Gr 17 will be moved into Occ Gr 50 and will be granted Occ Gr seniority based upon the successful completion of the probationary period.

MAY 1, 2006 GROUPS 17 AND 50

During negotiations the parties had considerable discussions surrounding occupational groups 17 and 50 including how in their duties and assignments overlap. These discussions also included a process to be followed in the event of a layoff or reduction.

In order to respect seniority and at the same time ensure the Company has the necessary skill set the parties have agreed to the following:

1. The parties will meet to set up a training matrix that will ensure all employees in group 17 are afforded the time to enroll in the three (3) courses that are necessary to progress into the occupational group 50.
2. The parties will seek the input of the affected employees.
3. All employees in occupational group 17 will be required to enroll in the courses with the anticipation that they will be able to complete the courses before the expiration of the collective agreement.
4. It is agreed that providing the employees follow the agreed upon training matrix, layoffs or reductions will be handled in such a way that will respect the seniority of the employees. Should an unforeseen circumstance beyond the control of the Company occur the parties will meet to find a solution to the problem to ensure the employee and the Company's needs are met.

LETTER OF UNDERSTANDING

LETTER #22

The Company agrees to post for one backup position on two separate occasions during the Collective Labour Agreement for each of the Occupational Groups of Gr. 17, 47, 49 and 66.

These backups will be trained and utilized as required by the Company as necessary. In order for the selected employee to utilize their seniority during a period of layoff they must fulfill temporary assignments as required by the Company in the selected positions.

It is the intent of this letter to try and protect the more senior employees during periods of prolonged layoffs. In consideration of this, the Company agrees to post these openings as soon as practical.

If however, a prolonged layoff were to occur prior to these postings, the Company will commence training of a more senior employee if applicable, displacing a maximum of one person per Group until the more senior employee becomes proficient within the Occupational Group duties to the satisfaction of the Company. This training will apply only if two of such positions are not filled through employees trained via the job postings described within this letter in each Occupational Group and will last until proficiency is obtained or the resulting junior employee is displaced.

Senior employees who fail to sign these said postings will forfeit their right to the afore mentioned training.

All other provisions of 13.04(d) referring to backup language shall apply.

LETTER OF UNDERSTANDING

LETTER #23

The Company and the Union agree to provide four hours of training to all employees on the importance of maintaining an environment free of harassment. The training will be of joint facilitation with a facilitator from the Company and a facilitator from the Union. This training will commence within six months of the ratification of the agreement. The cost of the training will be paid by the Company.

Company commits to having all training completed – all new hires shall be trained on the harassment policy during their orientation.

LETTER OF UNDERSTANDING

LETTER #24

STEADY DAY SHIFT POSITIONS

If the Company knows there will be a steady day shift position, it will be indicated on the posting however it is understood there is no guarantee the shift position may not change. If so, the Company will not be required to repost.

LETTER OF UNDERSTANDING

LETTER #25

INCENTIVE LANGUAGE IN THE COLLECTIVE LABOUR AGREEMENT

Both parties agree to remove all incentive language within the Collective Labour Agreement and place this language within a side letter. This side letter shall be referenced within the Collective Labour Agreement.

LETTER OF UNDERSTANDING

LETTER #26

SUBSTANCE ABUSE TRAINING

The Company agrees to set up and provide substance abuse training to the Executive of UNIFOR Local 876. This training will be facilitated by either a UNIFOR instructor or a similar type facilitator. The costs associated with this training will be paid for by the Company.

LETTER OF UNDERSTANDING

LETTER #28

An unreduced pension with current \$10 supplemental to any retirement eligible employee that is 54 years old as of January 1, 2013, retiring at a minimum age of 55 years old. The pension window to be posted 120 days prior to the January date with a 30 day election window. Retirement will include OPEB and \$500 per year of service. Retirement options will be offered by seniority order. No carry overs.

January 1, 2013 – 7 employees

January 1, 2014 – 7 employees

January 1, 2015 – 5 employees

January 1, 2016 – 5 employees

An unreduced pension with current \$10 supplemental to any employee that is 60 years old as of January 1, 2013. The pension window to be posted 120 days prior to the January date with a 30 day election

window. Retirement will include OPEB and \$500 per year of service. Retirement options will be offered by seniority order. No carry overs.

January 1, 2013 – 1 employees
January 1, 2014 – 2 employees

Voluntary severance to any employee that resigns as of January 1 of each year shall receive 2 weeks payment per year of service – uncapped. Severance options will be offered by seniority order and shall be RRSP eligible. Severance will not be paid to any employee opting to take the pension window. Severance window to be posted 120 days prior to the January date with a 30 day election window

January 1, 2013 – 10 employees
January 1, 2014 – 5 employees

Cost savings from current employees: August 1, 2012 - \$3.00 out of fully loaded costs

All deductions are to be made pre tax where applicable.

- Members to contribute one dollar (\$1.00) per hour worked (to a maximum of 40 hours per week) to the current defined benefit pension plan.
- Members will pay premiums of the current LTD plan to a maximum of forty cents (\$0.40) per hour (to a maximum of 40 hours per week).
- Vacation schedule and vacation pay for current employees moves to the new hire vacation schedule and vacation pay. See new hire vacation within the document below.
- Shift premium is eliminated
- 2 year lag on the ODA fee schedule
- \$1.80 of existing COLA float of \$2.69 per hour is rolled into base rates.
- \$2.69 from COLA is reflected in the Skilled Trades base rate

COLA Eliminated

LETTER OF UNDERSTANDING

LETTER # 29 SPLIT SHIFTS

During the 2016 round of bargaining the parties discussed at length aspects relating to the implementation and application of split shifts. The parties agree that split shifts shall only be established by mutual agreement. The parties further agree that the following procedure shall apply for weekend overtime for employees working in Group 49.

1. First to the employee(s) normally performing the job on the shift on which overtime is required
2. If no employee(s) volunteers the opportunity shall be offered to the subsequent shift to those employees normally performing the job (i.e. 7-3 followed by 3-11 followed by 11-7 followed split shift)

3. If the Company still requires overtime positions to be filled the opportunity shall be offered to employees holding the group but not working in the group on which the overtime is required.
4. If the Company still requires overtime positions to be filled those employees holding a back-up position shall be asked.
5. If the Company is unable to fill overtime positions through volunteers then employees may be subject to mandatory overtime on the shift on which the overtime is required.

The parties agree that in all instances the employee(s) working on a split shift shall be last to be asked.

The parties further agree to meet and have meaningful discussion should problems arise with respect to implementation, application or if other groups enter into a split shift.

LETTER OF UNDERSTANDING

LETTER # 30

COMPUTER ACCESS

This letter is to clarify that the company is to provide a computer with access to a Sharepoint site which will house the documents listed below to be used by the Union Executive. The list is a living list therefore will change from time to time or as the need arises. Any additions or deletions of the documents will be mutually agreed upon between the Human Resources Manager and the Union President.

The Union Executive will agree to sign a confidentiality agreement provided by the company for use of this information and the access. If it is found that any abuse of this site is noted the site will be taken down immediately and all access will be removed if it is found necessary.

This site will include the following documents:

Master Seniority List

OT Hours Report

Hourly Vacation/LOA Listing

Occupational Group Listing including Back up Positions

List of all Employee's phone numbers and dates of birth

LETTER OF UNDERSTANDING

LETTER # 31

PERSONAL LOCKERS

The Company shall supply each member with a securable locker to hold their work tools and personal belongings. Ex. Safety glasses, purses, wallets, phones, etc.

The Parties agree that in the event it becomes necessary to conduct a search of an employee's locker the following procedure shall be followed:

1. A search shall only be conducted for reasons of extreme suspicion related to theft, alcohol, drugs, weapons or other items and substances that do not belong in the work place.
2. The Company shall inform a Union representative of their intent to conduct a search.
3. The Company shall inform the employee of their intent to conduct a search.

The Company, employee and a Union representative shall all be present when the search occurs.

LETTER OF UNDERSTANDING

LETTER #32

STANDARDS

STANDARD

The standard is expressed in terms of standard hours required to produce 1000 units, such as pieces, pounds, or feet. It measures how many units an average qualified employee can produce under standard conditions in one hour at a normal pace. It includes time allowances for miscellaneous work elements; short delays which are unavoidable even when the job is running properly and allowances for rest and personal needs.

DOWNTIME

Downtime is when the employee is unable to produce at all because of lack of material, machine breakdown, waiting for set-up, etc. In such cases, the operator shall log off and contact his/her supervisor who will authorize the applicable downtime when the job is restarted or the operator is reassigned if such downtime is three (3) minutes or more.

NON-STANDARD

If the employee is unable to produce enough units to meet the standard because of poor material or improperly operating equipment, then the operation is on non-standard.

The employee encountering such difficulty will immediately contact his supervisor. If, in the judgement of the supervisor, the standard does not apply, the supervisor will authorize the employee to work on a non-standard basis. All non-standard time cards will be authorized by the supervisor.

CHANGE IN STANDARDS

Established standards will not be altered except because of a change in material, equipment, method of manufacturing, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised. Revisions of standards may be made from time to time. Such revised

standards shall be based on whichever operation, following the revision, controls or limits production.

GENERAL

The Standards Plan is one of the basic foundation stones of the Company and it forms a part of the Collective Labour Agreement between the Company and its hourly rated employees as represented in this plant by the Unifor. It is the desire of the Company that the Plan operate efficiently and fairly.

During the 2016 negotiations, considerable discussion took place concerning the Plan and a number of assurances were made to the Union and our employees, among these assurances are:

- 1) No standard is altered merely because a part number is changed;
- 2) No standard is altered merely because additional or extra effort results in exceeding the standard.
- 3) Any altering of an established standard must be in accordance with Article 9 of the Plan and if the employees or the Union are not in agreement, they may question or grieve the alteration;

The parties agree the Standard Plan shall be subject to the grievance procedure. The parties further agree that employees must be asked and have a right to decline to be video- taped.

LETTER OF UNDERSTANDING

LETTER #33

NOTICE OF COMMERCIAL CONTRACT RENEWAL

The Company and the Union recognize that the renewal of commercial contracts and bidding on new work are ongoing and a regular feature of business. Furthermore, the parties agree that the Union can have a constructive role in securing existing and new work.

The company commits to make a good faith effort to provide the union with a minimum of six (6) months' written notice of the expiration solely of any commercial contract that has the potential to negatively impact ten percent (10%) or more of the bargaining unit workforce. When such notice is provided, the Company will meet with the Union within thirty (30) days to discuss developments.

This stated notice will occur typically within the Union/Management meetings. Note this agreement does not preclude movement of business due to business or customer requirements.

LETTER OF UNDERSTANDING

LETTER #34

AUTO PARTS SECTOR PREFERENTIAL HIRING

The Company and the Union recognize the importance of experienced and skilled workers, in both production and trades jobs, as being essential to the success of the operations. Auto parts

workers who have been laid off through no fault of their own possess a wealth of experience and readily transferable skills that can be applied to work in other auto parts facilities.

In the event of new hiring, the Company will provide, when possible, the Local Union with thirty (30) days' advanced notice and provide laid-off members from the workplace who have exhausted recall rights a first opportunity to apply for openings. Those employees will be granted Interviews and the Company will fill openings giving priority to those former employees that are successful through the interview and selection process. Furthermore, in the event that openings are not filled by former employees, the Company will provide applicants who are laid-off Unifor members, from other auto part facilities, an interview and will report to the Local Union the number of former Unifor members who applied as a proportion of total applications, and the number hired.

LETTER OF UNDERSTANDING

LETTER #35

WOMEN'S ADVOCATE (NEW)

During the 2019 negotiations, the parties discussed some of the special issues that face women in the workplace. As well the parties recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor) a woman who is in an abusive or violent personal or domestic relationship will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union, and the effected employees to subvert the application of otherwise appropriate disciplinary measures.

The Company agrees to recognize a women's advocate appointed by the union.

The role of the advocate is to:

- Take part in the investigation along with management in harassment issues involving women in the workplace**
- Take part in an investigation in support of women employees regarding harassment issues outside the workplace**
- To be knowledgeable and helpful in locating community resources such as counselors or shelters to assist those in need.**
- To identify and make recommendations to the employer in regard to barriers which may have an adverse effect on female employees**

The women's advocate will participate in the annual five (5) day training program sponsored by the union at no cost to the company.

LETTER OF UNDERSTANDING

LETTER #36

SICKNESS AND ACCIDENT OBLIGATIONS

During the 2019 round of bargaining the parties discussed at length aspects relating to the S&A obligations for both Employee and the Company. The parties agree that the following procedure shall apply for instances when an employee requires time off due to sickness or accidents:

- **For absences expected to last beyond 3 days, employee is required to make direct contact with Human Resources within the first three days of absence to get directive. Direct contact means the employee must personally speak to a member of HR either via telephone or in person.**
- **Company, upon notification by the Employee, will advise and provide S&A forms**
- **Company will follow-up after 5 working days from the issuance of forms, to inquire as to the status of S&A completion of forms. A registered letter may be issued if non-compliance.**
- **Employee is required to submit completed forms to HR in a timely manner to ensure the proper processing of the claim and continue to call in their absence daily on the Attendance Line. The requirement to call in daily may be waived by the company in presence of a union representative.**
- **Once S&A is approved, the Employee is required to have regular contact at minimum every 2 weeks with HR while off on Short term Disability.**
- **Prior to the Employee returning to work, they must provide clearance to HR from their treatment provider.**
- **Any requests for accommodation will be reviewed prior to the employee returning to work by a meeting to be held with HR, the HSE Specialist and the Return To Work/WSIB Union rep and the Employee.**

LETTER OF UNDERSTANDING

LETTER #37

PLANT CLOSURE

In the event that the Company should decide to close the plant:

- 1) **The Company will notify the Local and national Union where possible, six (6) months, but at least two (2) months prior to cessation of operation.**

- 2) The parties will meet to discuss ways of attempting to avert the closure.
- 3) If attempts to avert the plant closure are not successful, the Company and the Union representatives will meet to discuss the manner in which the closure is carried out.
- 4) Benefit coverage for medical/dental and life insurance shall be provided to employees whose employment is terminated by the Company as a result of the plant closure. Employees shall receive no less than six (6) months benefit coverage after the date of layoff and or closure.
- 5) If an employee is displaced because of closure and receives a lower pay rate, severance and termination pay will be calculated on the higher rate.
- 6) The Company agrees that in the event an employee (an employee is deemed any person on the current seniority list) is terminated from employment (other than for just cause) such employee will receive severance pay. Such pay will be calculated on the basis of his/her current hourly rate of pay. Severance pay shall be made on the basis of two (2.0) week's earnings for each year of service with the company. Partial years will be prorated on a 1/12 basis rounded up to the next month. It is understood that there will be no minimum or maximums applied to years of service.
- 7) Employees will be allowed vacation pay in lieu of time off for vacation based on their current vacation percentage allotments as per the CLA.
- 8) Where practical and with appropriate qualifications, bargaining unit members will be used to dismantle and remove equipment and/or for other services.
- 9) Employees who voluntarily resign their employment effective in the eight (8) weeks preceding the Closure Date, and who provide at least two (2) weeks written notice of such resignation, and the Company is able to release them at such time, will be entitled to receive payment of the Severance as per bullet # 6. Employees who quit or resign their employment on a date effective prior to the eight (8) weeks preceding the Closure Date, whether or not notice is provided in writing, and regardless of the amount of notice provided, will not be entitled to any further payments from the Company after the Employee's last day worked. Severance payments will be in a timely manner.
- 10) The Company will establish a procedure for processing of Health and Welfare claims, etc. for terminated employees.
- 11) The Company will provide job search and social counselling to affected employees under the auspices of the Ministry of Training, Colleges and Universities.
- 12) The Company is committed to working closely with the Union to implement this committee. The chairperson will be selected by the committee, subject to the approval of the MTCU. The Committee shall consist of up to three (3) representatives from the Company and a minimum of three (3) representatives from the Union, to be chosen by each respectively.

The terms agreed to in this letter of understanding concerning the plant closure are inclusive of any benefits or rights which may flow from the existing Collective Labour Agreement between the

parties or from any applicable Provincial Legislation. The signing of this letter of understanding in no way affects the interpretation by either party of the applicable legislation as it pertains to plant closure.

ADJUSTMENT COMMITTEE

13) In the event that the plant closes business the company agrees to provide to the union in the amount of two seventy-five (\$275.00) per union employee to be paid to the local union, as such funds will be used for training purposes, adjustments, skilled training, resume building, counselling, etc.

TAX PLANNING

14) An Employee eligible to receive Severance may complete an irrevocable direction indicating that all or a portion of the Severance is to be paid directly to the Employee's RRSP or a retirement vehicle chosen by the employee, provided that such actions are permitted by law.

15) The Company will cooperate in treating the Severance, or a portion thereof, as a retiring allowance in accordance with the provisions of the Income Tax Act and will remit amounts as directed to the Employee's RRSP or a retirement vehicle chosen by the Employee, provided that such actions are permitted by law.

16) The Company reserves the right to require an Employee to provide satisfactory evidence that the payment requested is legitimate and appropriate including but not limited to requiring the Employee to provide proof that the Employee has room available in his/her RRSP contribution allowance to make the contribution.

EMPLOYEES ON DISABILITY

17) An employee in receipt of Short-Term Disability (STD) benefits at the time of closure will continue to receive such disability benefits in accordance with the terms of the applicable benefit plan.

18) An employee in receipt of STD is also eligible to receive the Severance.

19) An employee in receipt of Workplace Safety and Insurance Benefits (WSIB) is also eligible to receive the Severance.

MISCELLANEOUS

20) It is agreed that the Union and all Employees represented by the Union will fully cooperate with the Company in achieving the orderly and efficient closure of the Georgetown facility.

21) The Company will arrange for a pension expert to meet with interested employees to review pension plan and options.

22) All Employees will, upon request, be provided with a Letter of Confirmation of Employment confirming the duration of their employment and the positions held.

23) This Agreement has been negotiated with the intent of covering and providing for the full extent of notice of termination, severance, and other termination benefits that are to be granted to Employees in connection with the closing of the Georgetown facility. The Company shall be under

no further obligation to provide any further benefits over and above those set out herein as a result of the closing.

24) Should there be any unforeseen issues that arise the two parties are willing to sit down and discuss in order to resolve them.

While it is not possible for the Company to guarantee work to any individual employee because of market conditions and its customer's decisions as to whether the Company will be awarded or retain business, the Company and the Union

Certain Current Production.

The Company will not transfer to another Company-owned facility the products manufactured in Georgetown for the GMX 211 program, and the products manufactured, as of the date of this agreement, for Inteva.

Certain Future Production

The glassrun products for the GMX 352 (Impala) will be launched at Georgetown.

In the event the Company is awarded the glass sealing products for vehicles on the KL platform, the Company will utilize Georgetown to manufacture the parts, subject to the continuing approval of General Motors.

If the Company is able to obtain and maintain sufficient additional business in the facility to meet its investment criteria, the Company will utilize, as appropriate, additional equipment in Georgetown to support the new business.

If we are successful at coming to a new agreement and able to put new business into to Georgetown, CSA will replace Line #3 as we will need to include double flockers for the more complicated sections in which we cannot run on the current line at competitive line speeds. The replacement lines will be upgraded to handle the latest designs required by the OEMs on the glass run sections. One of the programs we are quoting also includes glass encapsulation which will require us to transfer larger presses into the facility that runs this business. The key to this is business in equipment and technology along with competitive labor rates.

All other context and wording exclusive of the items as listed above shall remain in place within the Collective Labour Agreement.

TERMINATION

34.01 This agreement shall continue in force and effect until September 20th, 2022.

NEW HIRES as of August 1, 2012

New hires will have the following only:

Vacations:

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

- 1-4 years 2 weeks (80 hours)
- 5-11 years 3 weeks (120 hours)
- 12-24 years plus 4 weeks (160 hours)
- 25 years plus 5 weeks (200 hours)

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

- | | | |
|----|----------------------------------------------|-----|
| 1. | Four years or less seniority | 4% |
| 2. | Five to eleven years seniority | 6% |
| 3. | Twelve to nineteen years seniority | 8% |
| 4. | Twenty to twenty-four years seniority | 9% |
| 5. | Twenty-five years and more seniority | 11% |

Employee Benefits:

Employee Life Insurance

The Company will pay one hundred percent (100%) of the premium cost of life insurance, accidental death and dismemberment insurance for seniority employees at \$37,000 for life insurance and \$37,000 for accidental death and dismemberment insurance for the duration of this agreement.

Extended Health Care Plan:

Prescription Drugs:

Reimbursement will be based on a Two Tier drug formulary, Tier One which specifies the prescription drugs eligible for reimbursement at 100%, and Tier Two which specifies the prescription drugs eligible for reimbursement at **80%**. Revisions of drugs are automatically updated to the pay direct drug system.

- \$7.50 maximum for dispensing fees
- Age 65 and over (active) will partake in the ODB (**ODB first payor**) – unpaid ODB will be paid through the DTF

Dental Plan

- The Company will provide to a maximum per year of **\$2300** per individual covered, of a basic 80% dental plan providing routine treatment coverage for seniority employees and their dependents and 80% of the cost for seniority employees and their family for Preventive and Maintenance care. The current Ontario Dental Association schedule will be

the basis for reimbursement under the plan. The Company will maintain a one (1) year lag on the O.D.A. fee schedule. Orthodontics are **80%** payable with a **\$2300** lifetime maximum.

Short Term Disability (Weekly Indemnity)

The Company will provide a weekly indemnity plan on a 1-1-3-26 basis to yield weekly indemnity at **65%** of the employees regular weekly rate. To a maximum weekly amount of \$650.00 effective August 1, 2017, for a total of twenty-six (26) weeks. First day of accident and hospitalization, **first** day of Day Surgery, **third** day of sickness, 26 weeks maximum STD.

CPP and EI deductions from S&A payments will be deducted directly from the S&A payment. For any existing and past claims, prior to April 1, 2018, will be repaid upon return to work from S&A based on the previous max of \$45/week. The exact amount to be repaid will be provided to the Employee prior to the deductions being made.

Long Term Disability Insurance

The Company will administer a mandatory long-term disability plan for all new employees. The employee will pay (**capped**) to **0.55 per hour worked/40 hours per week. The employer will pay the remainder of the LTD premium.** The plan will pay 60% of the employee's monthly pre-disability earnings as of the date that the disability commenced, up to a maximum of **\$1625** per month. (**Year 1**)

Benefit Continuation

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

Vision Care

The Company will contribute to the cost of prescription eyeglasses for seniority employees, their spouse and dependent children at **\$350 per rolling 24 months combined for prescription glasses and visual training** for the duration of this agreement. **This provision includes Contact Lenses (\$350 per 24 months)**

Company to cover cost associated with eye examinations provided that the employee has exhausted all provincial subsidies to a maximum of **\$85 per 12 months for persons under 18 and \$85 per 24 months for persons 18 and over. Note: Elective laser vision correction procedures are eligible under the Prescription Glasses maximum**

The company will pay **an additional** \$50 every twelve (12) months if a prescription change occurs within the 24 month interval for dependent children under the age of fifteen (15) years of age.

Bundle Massage, Physio and Chiropractic with benefit amount of \$1,400.00 per year; **up to \$20 for x-rays**

Osteopath, Naturopath, Podiatrist/Chiropodist at \$350 per calendar year

Speech Therapist - **\$300** per calendar year

Orthotics/**Orthopedic Shoes** - **\$350 per 2 calendar years combined for custom-made orthopedic shoes and custom-made orthotics (Note: Custom-made orthopedic shoes are covered)**

Ambulance, Accidental Dental, Equipment & Medical Supplies – reasonable and customary within 90 days of accident: **Covered**

\$35 for prostate exam (PSA)/PAP test once every 2 years to be paid after Governmental plans have been exhausted.

Casts – Paid 100% of basic casts (not air casts, cosmetic casts etc)

Hearing Aids - \$800 per 24 months

New hires do not pay the premium for the defined benefit pension that current employees pay.

Pension:

All employees will partake within a new RPP as follows based upon yearly income

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

Service years as of January 1st of each year

Retirees – no benefits or life insurance
