

COLLECTIVE LABOUR AGREEMENT

entered into as of the 1st day of October 2021

BETWEEN:

COOPER-STANDARD AUTOMOTIVE CANADA LIMITED

A company incorporated under the laws of the Province of Ontario,

with Head Office at the City of Stratford.

hereinafter called the "COMPANY"

- and -

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial Service Workers International Union (United Steelworkers) hereinafter called the "UNION".

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievance and wages for all employees who are subject to the provisions of this agreement, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to successfully compete in the trade and in the sale of its products.

1.02 Both the Company and the Union realize that human relations are not always perfect and each party pledges, therefore, that so far as it is concerned there will be no undue criticism directly or indirectly towards either party.

1.03 Both parties agree as to their desire to work in harmonious relationship and undertake:

(A) That there shall be no discrimination, interference, restraint, coercion, harassment, or intimidation by or on behalf of the Company regarding any employee covered by this agreement because of membership in the Union.

(B) That the Union or its agents shall not, either by definite action or spoken word, intimidate any employee, nor shall they carry on any Union activities during the working hours (except as provided for in this agreement).

ARTICLE 11 - RECOGNITION

2.01 (A) The Company recognizes the International Union as the bargaining agent for the bargaining unit composed of all employees of the company in its plant numbered 3 in Stratford, Ontario, save and except the employees enumerated in 2.01 (B) Supervisors, persons above the rank of supervisors, timekeepers and time clerks, office and sales staff.

2.02 Wherever the word Union is used throughout this agreement, it shall mean, with respect to the bargaining unit at Plant 3, United Steelworkers of America, and wherever the word employee or employees is used, it shall mean the employee or employees within this bargaining unit at 341 Erie Street, Stratford Ontario.

(A) In the event of a transfer of a substantial part of the work from the plant mentioned in 2.01 (A), and the transfer will result in the lay-off of one or more employees, the Company shall notify the Union of the transfer as soon as it is practicable so to do. The Company shall, if the Union so requests, meet with the committees for the purpose of considering what, if anything, should be done in the circumstances to arrange for the employment of the employee or employees about to be laid off.

2.03 Any employee may take up any personal matter directly with the Company at any time.

2.04 It is the function of the supervisors or assistant supervisors to develop proper methods, perform experimental set up work and instruct operators as to the 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 as in emergencies or when required as employees are not immediately available.

ARTICLE 111 - COMPANY RIGHTS/COMPANY SECURITY

3.01 The Union acknowledges that it is the exclusive function of the Company to:

(A) Maintain order, discipline and efficiency.

(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 unjustly discharged or disciplined may be the subject of a grievance and dealt with as hereinafter provided.

(C) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number 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.

(D) Establish occupational groups and to discontinue, restrict or expand the same.

3.02 It is recognized that the continuity of production free from work stoppages, slow-downs or strikes, is essential to the efficient and economical operation of the Company's business. It is agreed therefore, that the Company shall have the right without hindrance, other than by grievance procedure to discipline employees who violate any provisions of this Agreement. It is further agreed that the Company has the right to establish and/or alter reasonable rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with this Agreement. If the Union questions that the Agreement has been violated, the Union shall have the right to avail itself of the grievance procedure as provided for in this Agreement.

3.03 Verbal and reprimand notations placed on an employee's record by his/her supervisor are to be signed by the employee concerned as having been read. If the employee refuses to sign, the union steward representative will sign on behalf of the employee being disciplined, as well as sign in the witness area. If the employee has any questions he/she cannot clear up with his/her supervisor, or feels the reprimand is not in order, he/she will have five normal working days in which to file a grievance, which will then be handled in the established grievance procedure. If the employee's grievance is upheld, the notation will be removed from his/her record. A copy of the verbal written warnings will be given to the union.

If an employee has had a verbal or reprimand notation placed on his/her record and if he/she has been continuously employed for twelve months or intermittently employed for the equivalent of twelve months, without having a further verbal or reprimand notation placed on his/her record, it is understood that said verbal or reprimand shall not be used against him/her.

The Company will advise the Union and allow a steward to be present at any meeting where discipline is given, unless no steward is on shift. In these situations, the Union will be advised as soon as possible. It is also understood that the Company has the right to have discussions with employees without a steward present (unless requested by the employee) as they do not form part of the discipline procedure.

(A) When an employee is to receive any disciplinary notice, the Company will notify the employee of impending disciplinary action within ten (10) working days. A copy of such written notice will be provided to the union.

3.04 Nothing in this article shall be construed as giving the Company the right to violate or misinterpret this Agreement or any other agreement between the parties.

ARTICLE IV - UNION SECURITY DEDUCTION OF UNION DUES

4.01 All present employees who are members of the Union or who become members of the Union, shall remain members of the Union in good standing and shall pay Union Dues as a condition of continued employment with the Company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

4.02 All present employees, who are not presently members of the Union shall pay Union Dues as a condition of continued employment with the Company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

4.03 Employees transferred into employment which is covered by this Agreement and all new employees, hired after the effective date of this Agreement, shall become members of the Union, and shall remain members of the Union in good

standing and shall pay Union dues, as a condition of continued employment with the Company. This provision shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

4.04 The Company shall deduct Union Dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of the dues shall be calculated in accordance with the Unions Constitution.

4.05 All dues, initiation fees and assessment shall be remitted to the union forthwith and in any event no later than the 15 days following the last day of the month in which remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel Workers of America, AFL-CIO-CLC, P.O. Box 13083, Postal Station 'A', Toronto Ontario, M5W 1V7 in such form as shall be directed by the Union to the company along with a complete Dues Remittance Form R-115. A copy of the dues Remittance Form R-115 will also be sent to the Union office designated by the Area Co-ordinator.

4.06 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and the reasons;
- c) This information shall be sent to both Union addresses identified in article 4.05 in such form as shall be directed by the Union to the Company.

4.07 The Union shall indemnify and save the Company harm against all claims or other forms of liability that may arise out of actions taken by the Company in compliance with this article.

4.08 The Company, when preparing T-4 slips for the employees, will enter the amount of Union Dues paid.

4.09 The Company agrees that individual passes will be issued where necessary to permit Union Representatives to enter the plant after hours for the purpose of transacting business arising out of this agreement.

ARTICLE V - NEGOTIATING COMMITTEE

5.01 The Company acknowledges the right of the Union to appoint or otherwise select from the bargaining unit, one Chief Steward and a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company. Only one Steward shall be appointed or selected for each zone or production area and the Company shall be notified forthwith of each appointment or selection.

(A) The Local will appoint or otherwise select one Chief Steward and other Stewards on each shift to cover the same zone or production area which each supervisor of the Company has under his supervision or control on each shift. The names of the Chief Steward and the names of the other Stewards and the names of their replacements if any will be forwarded forthwith to the human resources department of the Company following their appointment or selection.

5.02 It is mutually agreed that employees shall not be eligible to serve as Union Stewards or members of the negotiating committee until they have completed a minimum of 6 months service.

5.03 (A) The Union acknowledges that Stewards, members of committees and Union officers have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of their supervisor or assistant supervisor, who will grant such leave as soon as convenient, and when resuming their regular duties, they will report to their supervisor.

(B) It is clearly understood that Stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees and that in accordance with this understanding, the Company will compensate such employees for all time spent during their normal shift hours on such

work. Payment will be at base rate plus shift premium where applicable.

5.04 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four employees from the bargaining unit and will recognize and deal with said committee with respect to any matter arising from time to time during the term of this Agreement. An international representative of the Union will participate in such negotiations, if requested to do so by the union. The said committee will co-operate with the Company in the administration of this Agreement.

5.05 Notwithstanding the provisions of Section 5.04, the number of employees on the negotiating committee shall be up to four employees from the bargaining unit, for the purpose of negotiating with the Company with respect to proposed amendments to this Agreement, notice of which shall have been given pursuant to article XIII.

5.06 The Company will pay the plant negotiating committee for all time spent at any meeting called by the Company at base rate plus shift premium where applicable.

5.07 For meetings called by the Company or by the Union for negotiating grievances and/or amendments to this agreement up to but not including arbitration and/or conciliation (excluding grievance mediation), the Company will pay each member of such committee or substitute or replacement of a committee member, who attends, for all hours while in attendance at the applicable rate. Payment for such time spent shall be at base rate plus shift premium where applicable. Conciliation is defined as any meeting held with the Conciliator/Mediator in attendance.

GRIEVANCE PROCEDURE

5.08 This grievance procedure is intended to provide an orderly and prompt settlement of grievances. It is generally understood that an employee or the 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 promptly:

STEP 1: The employee, accompanied by the department steward or the chief steward, or the Union, whichever is the grievor, shall discuss the grievance with the immediate supervisor concerned. Failing satisfactory settlement, the employee and the Union representative shall inform the supervisor concerned, that the grievance shall be put in writing and taken to Step 2 within five (5) normal working days.

STEP 2: The grievance shall be signed by the department steward, or a member of the negotiating committee. The employee, who shall be accompanied by the department steward or chief steward, or the union, whichever is the grievor, shall present the grievance to the plant superintendent or their designate. After any necessary discussion on a grievance submitted by 3:00 p.m. on any Thursday, the Company shall answer the grievance in writing and deliver a copy to the department steward by 3:00 p.m. the following Wednesday. Failing satisfactory settlement under Step 2, notice shall be given within three normal working days that the grievance is being taken to Step 3.

STEP 3: A meeting shall be held between the Company and the negotiating committee with a Staff Representative of the USWA participating if requested to do so by the Union. If the grievance is not settled within fifteen days or such time as mutually agreed to, the grievance may be referred to arbitration by either party, if done so within thirty-five days.

STEP 4: In the event that no accord is reached through the procedure herein provided, the parties shall endeavour to agree upon an arbitrator to whom the grievance or grievances shall be referred for settlement. If no arbitrator is agreed upon within 30 days, the provisions of the paragraph next following shall apply. If an arbitrator is agreed upon, the costs and fees of the arbitrator shall be shared equally by the Union and the Company.

STEP 5: When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time propose three (3) arbitrators. Within five (5) days thereafter the other party may select one (1) of the three (3) proposed arbitrators or may propose a second list of three (3) different arbitrators, in writing. Within five (5) days thereafter the responding party may agree to one (1) of the

three (3) proposed arbitrators from the second list or may reject the three (3) proposed arbitrators. In the event the parties are unable to agree upon an arbitrator, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial arbitrator.

It is agreed that the Union's right to initiate a grievance under this section 5.08 shall be limited to local Union President or Grievance Committee.

It is also agreed that any and all of the time limits set forth above may be extended by mutual consent in writing and signed by both parties.

5.09 No grievance, after it has once been submitted to the negotiating committee for adjustment shall be settled except through the negotiating committee, or if otherwise, with the consent and approval of the committee.

5.10 (A) The proceedings of the arbitration board will be expedited by the parties hereto and the majority decision of the arbitrators will be final and binding upon the parties hereto.

(B) The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement: nor shall the arbitration board have authority to decide a dispute involving a question of a general wage level demand.

(C) No matter may be submitted to arbitration, which has not been properly carried through all steps of the grievance procedure, except by mutual consent.

(D) The parties hereto shall pay for the time and expense of their appointed members to the board and shall share equally the expenses of the chairperson of the board.

5.11 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

5.12 Notwithstanding the provisions of section 5.10 (C) it is understood that the Company may bring forward, at any meeting held with the negotiating committee, any complaint with respect to the conduct of the Union, or its members, and if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee. It is understood and agreed that this section applies to violations of contract.

5.13 Meetings of the negotiating committee with the Company may be mutually arranged when necessary.

5.14 (A) The Company agrees to hear, through the orderly procedure herein provided for the handling of grievance a case where an employee claims they have been unjustly discharged, suspended, laid off or recalled in violation of seniority rights, provided the employee files their grievance in writing within five normal working days from the date of discharge, suspension, lay-off or recall.

(B) The Company further agrees that should it be decided by mutual conclusion or arbitration that the employee has been unjustly discharged or suspended or has not been laid off or recalled in accordance with their seniority rights as outlined in this agreement, such employee shall be reinstated to full seniority rights and compensated for wages and benefits by any arrangement which is just and equitable in the opinion of the conferring parties or arbitration as the case may be.

(C) When an employee has been dismissed without notice he/she shall have the right to interview with their steward in a suitable place for a reasonable period of time before leaving the plant premises, unless the company feels that immediate evacuation of employee is necessary. (i.e. behaviour that is deemed to be a danger to self or others, inebriated, fighting etc)

5.15 There shall be no lockout, strike, sit-down, or slowdown nor stoppage of work either partial or complete over any matters during the term of this agreement.

ARTICLE VI - HOURS OF WORK/PAY AND OVERTIME

6.01 (A) Employees shall be paid weekly by direct bank deposit. Employees will receive their payroll cheque stubs Thursday of each week during their scheduled shift, whenever, possible.

(B) The normal work period shall be 40 normal hours per week consisting of 8 normal working hours per day upon each normal workday scheduled Monday through Friday inclusive.

Pay

6.02 Notwithstanding the provisions of section 6.01, when it is necessary to schedule an operation or job to more than a one shift basis, employees assigned to such operation or jobs on the 11:00 p.m. to 7:00 a.m. shift may commence their normal work period at or prior to 11:00 p.m. Sunday or Monday, but not earlier than 10:00 pm.

(A) It is understood that the starting time for shifts on certain operations must be flexible to meet customer and/or operating requirements. Prior to making any change the Company will meet with the Union to discuss the changes and inform the Union of any decision regarding changes in starting times of shifts.

(B) When a maintenance employee will be absent from their regular scheduled shift for one or two days in a normal work week, coverage will be intended as follows. If the absence is for one day, employees working the other two shifts will work 4 hours overtime each, if possible. If it is for two days surrounding a weekend, an employee will be required to switch their shift for these days and return to their regularly scheduled shift for the remainder of the week. If the absence occurs during the middle of the week, the coverage will be handled as overtime. Employees requesting the absence must notify the Company at least two weeks in advance. This clause is to clarify the intention of how absences in the Maintenance Department are covered and does not take away flexibility of the Company under Section 6.08.

(C) When new jobs enter the plant, the parties agree to meet and discuss how the positions can be filled in a way that will minimize disruptions to production and employees. The Company will endeavor to assign positions on such jobs, by shift. It is further understood, that if this arrangement becomes unsatisfactory to either party, shift rotation may need to be re-established.

6.03 (A) The base rate for the employees shall be as set out in APPENDIX "B".

(i) The base rate or

(ii) 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 up to 4 hours of overtime worked on any day Monday through Friday and 8 hours on Saturday and 100% of his base rate for all overtime hours worked over 4 hours on any day Monday through Friday and over 8 overtime hours worked on Saturday and all hours worked on Sunday or paid holidays.

Overtime

The company agrees to keep overtime at a minimum; however, when overtime is necessary, it will be offered by highest seniority. If not enough employees agree to work the overtime, the Company may mandate employees by lowest seniority, by shift, capable of doing the job.

6.04 Overtime payment for hours worked in addition to the normal eight hours per day and up to twelve hours on each day Monday through Friday and up to eight hours on Saturday shall be paid at time and one-half of the base rate. Overtime payment for all hours worked over twelve hours on any day Monday through Friday and all hours of work over eight hours on Saturday and all hours worked on Sunday or holidays shall be paid at double time of the base rate.

(A) Overtime hours on Saturday shall be the hours between eleven p.m. Friday and eleven p.m. Saturday except for employees working an afternoon shift which terminates at midnight. In such cases overtime hours on Saturday shall be the hours between midnight Friday and midnight Saturday.

(B) Overtime hours on Sunday shall be the hours between eleven p.m. Saturday and eleven p.m. Sunday except for employees working an afternoon shift which terminates at midnight. In such cases overtime hours on Sunday shall be the hours between midnight Saturday and midnight Sunday.

(C) When the Company requires overtime on the weekend the following procedure will apply.

A voluntary overtime sign-up sheet for weekend overtime will be posted by no later than noon Wednesdays and will remain posted until Thursday at noon. Employees wishing to be considered for weekend overtime must sign the sheet during this period. If an employee is absent during the weekend overtime sign-up period they may call their supervisor to have their name added to the list. The Union will immediately be given a copy of the sign-up sheets as they are taken down and prior to the overtime being allocated.

By three (3) pm Thursdays, the company will post, a notice indicating those employees who are scheduled to work the overtime. The Union will immediately be given a copy of the overtime schedule and any subsequent changes.

Overtime shall be posted by shift and include the number of volunteers required to work the overtime. Employees currently working in the group and on the shift may sign for the available overtime. Also, employees working in the group on a different shift, who are able to work the overtime shift, may sign the overtime posting. Employees who are not working in the group, who have the skill and ability to work in the group, may also sign for the available overtime. The regulations under The Employment Standards Act, regarding rest periods between shifts, will be followed.

The overtime will be awarded in the following manner:

- i.) Employees working on the shift and in the group will first be awarded the overtime.
- ii.) Employees working on a different shift in the group will then be awarded the overtime.
- iii.) Employees who sign and have the skill and ability to work the overtime.

If the company has not received enough volunteers for the required overtime shift(s), the company will have the right to schedule the overtime and mandate those necessary on the shift to best service the customer.

When mandating employees to work the overtime the Company shall mandate from the least junior employee working in the group, on shift, and capable of doing the job, provided they have not worked more than 48 hours during the week.

6.05 Daily Overtime

When deemed necessary by the Company, to work daily overtime Monday through Friday, the employees shall be asked to work additional hours.

The overtime procedure shall be:

- 1) Overtime will be offered to employees doing the work on the shift that is required to work.
- 2) Overtime will be offered to employees on other shifts usually doing the work.
- 3) Overtime will be offered to employees not normally doing the work (employees holding group seniority), on the shift that is required.
- 4) Overtime will be offered to employees on the other shifts, not normally doing the work (employees holding group seniority).
- 5) Overtime will be offered to any employee who can do the work, beginning with those on the shift required.
- 6) An employee will be asked for overtime once. If an 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 before lunch on their next scheduled shift, if it becomes a definite yes.

Daily overtime shall first be offered to those employees working on the job and shift that it began, whenever possible.

6.06 The Company does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.

6.07 No overtime will be paid to employees involved in a change of hours requested by an employee, unless the employee would have received overtime pay except for such a change.

Shift Change

6.08 an employee is requested by the Company to change shifts other than on a weekend, they shall be paid at the rate of time and one-half for hours worked on the first shift to which they are transferred. This section shall not apply when the shift change is made under clause 9.07 (D) or when the change is made at the request of the employee. When an employee is requested to change his/her shift more than once per work week, the employee shall be paid at time and one half for the first shift worked for each shift change.

6.09 The regular pay period shall be one week of seven days beginning with any shift starting at or after 11:00 p.m. on Friday. The pay practice of employees on Thursday will continue as in the past.

6.10 A day shall consist of twenty-four hours and shall commence with the starting time of an employee's shift.

Breaks

6.11 The Company shall provide one ten-minute rest period during each half shift.

(A) The Company shall provide one ten-minute rest period to all employees who are scheduled to work one and one-half hours overtime immediately following their normal shift hours. This rest period will be granted at the beginning of the overtime period.

(B) If less than 8 hours of overtime is scheduled for Saturdays, Sundays, or holidays, employees will receive a 10-minute rest period every two (2) hours.

6.12 A five-minute period shall be allowed to the mechanical department employees (maintenance employees, machinists, tool & die makers) and a three-minute period to all other employees for wash up at the end of each shift.

Lunches

6.13 (A) When direct labour employees are on an operation scheduled to operate on three shifts, the lunch periods for these employees shall be reduced to twenty minutes and the Company shall pay for the lunch period.

(B)(i) When indirect labour employees are on an operation scheduled to operate on three shifts the lunch periods of these employees who are working the afternoon shift or the midnight shift shall be reduced to twenty minutes and the Company shall pay for the lunch periods.

(B)(ii) When indirect labour employees are on an operation scheduled to operate on a regular three shift rotation, the lunch periods of these employees shall be reduced to twenty minutes and the Company shall pay for the lunch periods.

(B)(iii) When direct/indirect employees are on an operation scheduled to operate on one or two shifts, these employees will receive a 30-minute unpaid lunch.

(C) When only one maintenance department employee is working in the plant (regardless of shift) their lunch period shall be reduced to twenty minutes and the Company shall pay for the lunch period.

(D) In order to qualify, employees eligible for paid lunches under subsections (A), (B) & (C) above must remain on Company property during their lunch periods.

ARTICLE VII - PAID HOLIDAYS

7.01 The following 13 holidays, namely New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, December 26th, December 27th and December 31st, will be paid for, subject to the following sections of this article at 8 times the base rate for employees.

Effective January 1, 2000, the floating holiday will be replaced with December 28th. For the term of this contract the following holidays will be taken on the corresponding date:

VACATION ENTITLEMENT**ACTUAL DATES TAKEN****YEAR 2021**

Thanksgiving Day
Holiday Break

ACTUAL DATES

Monday, October 11, 2021
Thursday, December 23, 2021
Friday, December 24, 2021
Monday, December 27, 2021
Tuesday, December 28, 2021
Wednesday, December 29, 2021
Thursday, December 30, 2021
Friday, December 31, 2021

YEAR 2022

Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Holiday Break

ACTUAL DATES

Friday, April 15, 2022
Monday, May 23, 2022
Friday, July 1, 2022
Monday, August 1, 2022
Monday, September 5, 2022
Monday, October 10, 2022
Friday, December 23, 2022
Monday, December 26, 2022
Tuesday, December 27, 2022
Wednesday, December 28, 2022
Thursday, December 29, 2022
Friday, December 30, 2022
Monday, January 2, 2023

YEAR 2023

Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Holiday Break

ACTUAL DATES

Friday, April 7, 2023
Monday, May 22, 2023
Friday, June 30, 2023
Monday, August 7, 2023
Monday, September 4, 2023
Monday, October 9, 2023
Friday, December 22, 2023
Monday, December 25, 2023
Tuesday, December 26, 2023
Wednesday, December 27, 2023
Thursday, December 28, 2023
Friday, December 29, 2023
Monday, January 1, 2024

YEAR 2024

Good Friday
Victoria Day
Canada Day (July 1st)

ACTUAL DATES

Friday, March 29, 2024
Monday, May 20, 2024
Monday, July 1, 2024

Civic Holiday
Labour Day
Thanksgiving Day

Monday, August 5, 2024
Monday, September 2, 2024
Monday, October 14, 2024

7.02 The employee, in order to qualify for such holiday pay, must have completed 30 calendar days of employment with the Company and must work the normal 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 etc.

(A) An employee who does not qualify for holiday pay because they have not completed 30 calendar days of employment with the Company on the date the holiday is observed shall be entitled to pay for such holiday retroactively when they have completed 30 calendar days of employment, if they have fulfilled all other qualifying requirements of section 7.02.

(B) If an employee is laid-off within 5 working days prior to observance of the holiday and remains laid-off following the observance of the holiday but is recalled and reports within 5 working days following the holiday, the employee will be eligible for holiday pay.

7.03 When one of the holidays or the observance of a holiday occurs during the vacation period of an employee otherwise eligible for such holiday pay, they will be paid for the holiday in accordance with this article.

7.04 Holidays referred to herein occurring on a Saturday shall be observed on the previous Friday and holidays occurring on a Sunday shall be observed on the following Monday. When Canada Day occurs on a Tuesday or Wednesday, observance of the holiday will be the previous Monday, and when it occurs on a Thursday, observance will be the following Friday. The Canada Day holiday may be observed on an alternate day/date due to customer demands and plant shutdowns. The company and union will discuss the best alternatives that ensure all customer and plant needs are met.

7.05 (A) For all hours worked between 7:00 am on the day of observance of the holiday until 7:00 am on the following day, payment shall be made at double the employee's base rate in addition to holiday pay, if qualified for as set out above.

(B) Where employees under section 6.02 commence their work week at 11:00 p.m. Sunday, sub-section (A) shall read as follows: for all hours worked between 7:00 am on the day prior to the day of observance of the holiday until 7:00 am of the day of observance of the holiday, payment shall be made at double the employee's base rate in addition to holiday pay, if qualified for as set out above.

Attendance Award System

7.06 Employees will receive one (1) day off with pay or pay in lieu of, equal to eight (8) hours if they report to work each regular scheduled shift for 200 consecutive working days. (Saturday and Sunday included)

Effective, October 1, 2006, for each 400 consecutive working days, employees will receive three (3) working days off with pay (8 hours) or pay in lieu of.

Paid holidays, bereavement days, union business, and emergency leave days shall be counted as days worked. Four-day, ten-hour shifts shall be counted as five days worked.

An employee accumulation of days shall not be interrupted by annual vacations, lay-offs, road closures, or subpoena crown witness (employee shall supply copy of subpoena and provide proof of court attendance). Employees must book and utilize their AA days within 15 months of obtaining. Any days remaining after the 15 months will be paid out. If an employee can show proof of three denials throughout the 15 months, the company will work with the employee to provide a reasonable extension.

ARTICLE VIII - SPECIAL WAGE POLICIES

8.01 For factory injuries requiring first aid or outside medical attention, payment shall be allowed for the remainder of the normal shift hours during which the accident occurred or until the employee returns to work, whichever is the sooner, at the employee's base rate plus shift premium where applicable. The above, with respect to medical attention, applies only when the employee agrees to be treated by a doctor immediately available in the municipality in which the plant is located.

8.02 (A) Inventory work shall be paid for at the base rate plus shift premium where applicable for employees so engaged.
(B) Experimental work shall be paid for at the base rate plus shift premium where applicable.

8.03 An employee punching in late will be paid from the beginning of the next five hundredth hour period.

8.04 Employees reporting for work who had no reason to believe work was not available, shall be provided with a minimum of four hours work or pay in lieu thereof at base rate plus shift premium where applicable. This payment will not apply in the case of major mechanical or electrical breakdown, fire, flood, labour dispute or other cause beyond the control of the Company. However, anytime work is not going to be available the company will make every reasonable effort to advise the employees.

8.05 An employee who is specially called into work in any emergency at any time after the close of their shift, shall be through when this emergency is over, but shall nevertheless receive a minimum of four hours pay at base rate plus the applicable overtime rate plus shift premium where applicable.

Bereavement

8.07 In the event of bereavement in the employee's family, which shall include father, mother, spouse, common-law spouse, grandparents, son, daughter, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's parents, grandparents, common-law spouse, common-law spouses child, common-law spouse's parents, step-parents, and step-children which may necessitate an employee to be absent from their scheduled work within their normal work week, claim for payment for lost time on normal hours for three (3) consecutive working days including the funeral day may be made to the Company after the occurrence and with a submission of proof. Payment for five (5) consecutive working days shall be made in the event of the death of a spouse, common-law spouse, child, and biological or adoptive parents. Payment for such time so lost shall be at the employee's base rate plus shift premium where applicable. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days. Spouse and Common-law Spouse are deemed equal and will receive same entitlement.

The above is intended to allow bereaved employees three normal working days off with pay, not including statutory holidays. When the company is notified during an employees vacation, that a death has occurred in the employees family, as identified above, the vacation will be extended by the length of bereavement taken, that is, up to three days, and the employee will receive bereavement for those days.

It is understood that "in-law" relationships will be broken by divorce but not death of the blood relative who established the "in-law" relationship, unless and until the "in-law" relative or employee remarries.

Jury Duty

8.08 (A) The Company agrees to pay an employee who serves as a juror or a subpoenaed crown witness in a legally constituted court the difference between their earnings as a juror or subpoenaed crown witness and what they would have earned at base rate plus shift premium where applicable had they worked their normal scheduled shift. In order to be eligible for payment, employees must notify their supervisors within twenty-four hours after receipt of notice of selection for jury duty or notice to appear as a receipt of notice of selection for jury duty or notice to appear as a crown witness and must furnish a written statement from the appropriate public official showing the date and time served and the amount of

pay received.

(B) If an employee selected for jury duty or to appear as a subpoenaed crown witness is working other than the day shift, an employee from the day shift who is qualified will be chosen by the Company to substitute for the selected employee on his shift.

Incarceration

(C) Any employee who is convicted under the Highway Traffic Act (including unpaid traffic fines) or Criminal Code for driving offences and is subsequently incarcerated, upon written request, may be granted a leave of absence for the period of incarceration. A request for such leave must be submitted to the Company no later than five (5) days following the commencement of the employee's sentence. Such request shall not be unreasonably denied.

Job Transfer

8.09 (A) When an employee is permanently transferred from one job to another, for reasons such as displacement through seniority procedures or application for transfer, they shall be paid according to their qualifications to perform the job transferred to.

(B) When an employee is temporarily transferred from their regular job, they shall be paid at the base rate of their regular job or the base rate of the job transferred to, whichever is greater.

8.10 Payment for members of the plant safety committee, as described in Section 12.02, shall be at base rate plus shift premium where applicable.

Cost of Living Allowance

8.11 A Cost of Living Allowance will be as follows for the life of this agreement:

Year 1: capped at \$0.15 escalation

Year 2: capped at \$0.15 escalation (thus year 2 max is \$0.30 total)

Year 3: capped at \$0.15 escalation (thus year 3 max is \$0.45 total)

Year 4: capped at \$0.15 escalation (thus year 4 max is \$0.60 total)

Current float of \$0.35 rolled into wages as of October 1, 2021

A Cost of Living Allowance will be established in accordance with changes in the official Consumer's Price Index published by Statistics Canada 2002—100 and hereinafter referred to as the Consumer's Price x. Added to the gross earnings will be a Cost of Living Allowance calculated on hours paid for, and on the basis of a one (1) cent adjustment for each change of 0.07872 in the Consumer Price Index.

Adjustments will be made quarterly in each year of this Agreement in accordance with the following schedule:

Calculations will be made each January, April, July and October during this Agreement using the Consumer Price Index in effect on October 1, 2018 to determine the amount of increase in cents, and all increases will be included in the employee's Cost of Living Allowance. Quarterly calculations will be made based upon the weighted average of the three respective months.

The Cost of Living Allowance will be adjusted up or down in accordance with the foregoing yearly schedules and in each case beginning with the first pay period in the month for which the adjustment is scheduled.

In the event the Bureau of Statistics shall not issue the appropriate Index before the beginning of one of the pay periods referred to in the above schedules, any adjustments in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

No adjustments retroactive or otherwise shall be made in the amount of the cost of living due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined. Continuance of the Cost of Living Allowance shall be contingent upon the availability of the Index in its present form using 2002--100.

ARTICLE IX - SENIORITY

9.01 An employee shall be considered to be on probation until they have completed 75 working days of continuous satisfactory service with the Company, but shall, on the completion of the said service be given seniority rights from the date of hiring. In the case of intermittent employment, their hiring date for seniority purposes shall be 75 days prior to the date of completion of 75 working days of satisfactory service. A copy of the Supervisory Performance Reports (Merit Rating forms of employees) shall be provided to the Union President when completed and signed. Performance reports will be completed and reviewed every fifteen (15) working days in the presence of the probationary employee and Union Steward. New hires shall become eligible for company benefits on the date that seniority is obtained.

9.02 Seniority shall be accumulated by the time worked in the employ of the Company, plus time lost not in excess of two years, due to each lay-off or each leave of absence, except that in no case shall an employee accumulate more seniority while on such lay-off or leave of absence, than an amount equivalent to the amount of seniority they had on the effective date of such lay-off or leave of absence.

9.03 Seniority lists, copies of which shall be lodged with the Union and posted on the plant bulletin board at least four times a year, shall be prepared and maintained by the Company as follows:

(A) A master seniority list covering all employees who have served their probationary period as provided in section 9.01.

(B) A seniority list of each occupational group.

9.04 All seniority rights of an employee, who leaves the employ of the Company, shall cease where:

(A) They voluntarily resign.

(B) They have been discharged and such discharge is not reversed through the grievance procedure.

(C) They are absent for three consecutive working days for reasons other than illness or injury without having applied for and obtained a leave of absence for a definite period from the Company, unless there is a good reason, acceptable to the Company provided for such failure to meet this limit.

(D) 1. They are 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 they cannot notify the Company within the time and in the manner aforesaid.

2. They are absent due to illness or injury and have notified the Company or have been deemed to have notified the Company within the time and in the manner in the next preceding paragraph provided, but fails to report for work when medically approved for return to work.

(E) They fail, after a lay-off to report for work within three (3) working days after notification that they should return. Notification shall have been delivered or mailed by registered mail to the last address given to the Company by the employee. If, however, the employee does report within thirty calendar days and has a satisfactory excuse for their failure to report earlier, their seniority status shall be maintained but they shall not be permitted to exercise their seniority rights to displace another employee. They shall, however, be permitted to fill the next available vacancy and after so doing, shall be permitted to exercise their seniority rights.

(F) They have been laid off for three years or over.

9.05 Employees must notify the human resources department of the Company in writing of any change of address and the Company shall acknowledge, in writing, receipt of any such notification. The Company may rely on the last address given to it on sending notices to the employees.

9.06 (A) An employee must work in a mechanical occupational group for a trial period of up to 55 working days and in all other occupational groups for a trial period of up to 40 working days to acquire occupational group seniority. When their trial period is completed, their name will be placed on the appropriate occupational group seniority list.

(B) An employee will not be entitled to seniority within an occupational group until they are entitled to have their name placed on the master seniority list. The time spent within an occupational group while acquiring master seniority shall count towards acquiring occupational seniority.

(C) When an employee has completed their trial period within an occupational group, they will be entitled to have their occupational group seniority coincide with their master seniority.

(D) An employee who leaves an occupational group voluntarily will retain occupational group seniority and may return to such occupational group through lay-off or job posting providing such employee is able to do the work required.

Lay-offs

9.07 Seniority rights of employees shall be exercised upon a lay-off or recall as follows:

Prior to any lay-off or recall, the Company agrees to review with the local Union president or their designate, the list of people to be laid off or recalled.

(A) An employee working in an occupational group shall be entitled to seniority over an employee in that group having less seniority than their own.

(B) An employee laid off from an occupational group shall be entitled to seniority rights by reference to the master seniority list if they are able to do the work required of them. The Company shall within 3 normal working days place such employee within another occupational group if they have seniority therein and if they are able to do the work required of them and displace an employee with the least seniority from such latter group who in turn may exercise their seniority rights, if any in the manner aforesaid. When an employee is laid off from an occupational group and does not have occupational group seniority in another occupational group, they shall be entitled to seniority rights by reference to the master seniority list in the available open position, if they are able to do the work required of them. Employees having same seniority date will be laid off and recalled in clock number order.

(C) An employee laid off while working on one shift shall not be entitled to exercise their seniority rights upon another shift until after the lapse of one working day, exclusive of the day of lay-off. The Company will permit the exercise of the said rights after the lapse of one working day.

(D) In the event of the breakage of tools or the happening of unforeseen contingencies, the Company may temporarily transfer an employee for the remainder of the shift to work other than their usual work and in such event seniority rights shall not be exercised by an employee.

(E) An employee when transferred to an occupational group shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary, provided however, that such employee shall not be considered to be serving a trial period after completing 40 working days (mechanical groups 55 working days) within such group. They shall for such trial period retain their seniority, if any, within the group from which they were transferred.

(F) It is understood and agreed by the parties that in the case of a one (1) day layoff, employees will not be allowed under any circumstances, to exercise any seniority rights other than in the department or area in which the employee is working.

(G) An employee who is laid off from their occupational group shall have the right to return to the occupational group when it is no longer in lay-off status providing that the employee has not been accepted through a posting to another occupational group.

Job Postings

9.08 (A) Permanent and Temporary job openings in the bargaining unit, shall be posted for the bargaining unit for (5) five normal working days. Said posting shall be made each time an opening occurs. The company will confer with the union should it be felt necessary to have a shorter posting period. Employees on vacation or a leave of absence may request to be considered for job posting by notifying the Company in writing, in advance of the leave.

(B) A selection under this section will be based on master seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the job. Selection will be made within 5 normal working days following removal of the posting in accordance with the preceding subsection 9.08 (A). Notwithstanding the foregoing, vacancies in the groups listed below for:

GROUP - 24, 28, 30

will be posted with the understanding that master seniority may not apply to the said posting.

(C) All applicants not selected who have greater seniority than the successful applicant will be re-interviewed by the plant superintendent or their 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 will respect to their rejection.

(D) A successful applicant on a **permanent** job posting may not apply on a subsequent posting for a period of four months from the date of their final selection unless displaced during the four-month period. **An employee working in a temporary posting may post to a permanent posting at any time. An employee working in a temporary posting may not apply to another temporary posting for a period of four months from the date of their final selection unless displaced during the four-month period.**

A successful applicant on a job posting may not apply on a subsequent posting for a period of four months from the date of their final selection, unless displaced during the four-month period.

(E) The periods of time provided in subsections (A) and (C) shall be exclusive of Saturdays, Sundays, and holidays.

(F) All applicants who apply for a job opening in accordance with the preceding subsection 9.08 (A) shall be notified in writing (without reason) of their selection or rejection.

(G) The successful applicant will be placed in the new classification within twenty (20) working days of notice of selection, provided the job is immediately available. If the employee has not been moved within the 20-day period, the employee will start accruing seniority in the new group and will be paid the rate of pay of their current group or the new group, whichever is greater.

9.09 Seniority shall be the first consideration in cases of promotions, demotions, upgrading or transfers for employees, providing such an employee has the necessary qualifications and ability to satisfactorily perform the job. **Exclusions to this will be Lead Hand, Millwright Apprentice, and Temporary Supervisor openings.**

9.10 (A) When, because of a leave of absence, vacation period, or period on workers compensation of **longer than 10** normal working days or longer, it is necessary to temporarily fill an opening in an occupational group, a notice similar to a permanent job opening notice shall be posted for (5) five working days.

(B) This notice shall state that the opening is a temporary opening.

(C) The Company will select the applicant for this temporary opening in the same manner as a selection would be made under section 9.08 (B) permanent job opening. Temporary openings under this Article – only first job will be posted and any subsequent openings, caused by the transfer, will be filled by the discretion of the company.

(D) The successful applicant will not accumulate working days toward seniority within the occupational group while working within the group on a temporary basis, but their working days will be recorded and if they put in the 40 working days required for a mechanical group they will receive the top rate of pay of the group.

(E) When the employee whose leave of absence created the temporary job opening returns to work, the employee who filled the opening will be transferred back into the type of work they were performing before the transfer in

accordance with their seniority rights.

(F) The days they worked in the occupational group on a temporary basis will be recorded for future reference.

(G) If the temporary occupational group opening becomes a permanent job opening, it shall be posted as required under section 9.08 (A), and selection for the job will be made in accordance with section 9.08 (B). Any days worked by an applicant in the posted group when it was a temporary opening shall not be considered over and above the seniority rights of another applicant.

(H) If the applicant selected for the permanent opening worked in the occupational group on a temporary basis, the days they worked in this group, shall count toward their occupational group seniority.

(I) An employee placed in an occupational group opening under a temporary job opening, must fulfil the duties of the job to the Company's satisfaction, or they will be removed from the job and the job will be filled by the selection process provided for in this section.

(J) It is understood that those employees selected for temporary job postings **in groups 6, 11, 22, 23, and 31 will be considered to be permanent back-ups and may be used in an ongoing basis to cover vacations, absences, etc.** Should the temporary **back-up** employee wish to no longer be utilized **in the position**, they can voluntarily sign off the temporary posting for that group **and another back-up position will be posted.** Should numerous occasions occur where the temporary employee does not adhere to being available for the temporary opening when needed, discussions will take place between the parties to ascertain future utilization of said employee.

9.11 Any employee transferred or promoted out of the bargaining unit to a position other than supervisor 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 most junior employee in their former classification (seniority permitting) for a period of six (6) months. All seniority rights will be forfeited after six (6) months out of the bargaining unit. An employee will be entitled to exercise this right once. An employee transferred as provided for in Letter 16 shall continue to have Union Dues deducted and remitted as provided for in Article 4.

9.12 Following lay-off, employees shall be recalled in accordance with their seniority rights as provided in this Article.

9.13 Any of the seniority provisions contained in this Article or its sections or subsections may be superseded at any time by other arrangements mutually agreed upon by the Company and the Union.

LEAVE OF ABSENCE

9.14 Leave of absence without loss of seniority shall be granted to pregnant employees with seniority prior to the commencement of the eleven week period before delivery will occur, as certified by a legally qualified medical practitioner, or a shorter period if in the written opinion of the practitioner is sufficient.

(A) The Company may require the pregnant employee to commence their leave of absence prior to the commencement of the eleven week period if in the opinion of the Company they cannot reasonably perform their duties, or the employee themselves may, if they have seniority at the time, commence their leave of absence prior to the commencement of the eleven week period but not earlier than the fourth month of pregnancy.

(B) (i) The Company will grant the pregnant employee leave of absence in accordance with the Employment Standards Act.

(ii) An employee who has been employed for at least thirteen (13) weeks may request, in writing, at least two weeks prior to the anticipated commencement of the leave, and shall be granted, the following leave of absence without pay. It is understood by both parties that the following is for informational purposes and that the full text of the applicable sections of the Employment Standards Act of Ontario, the Regulations to the Act, and any subsequent changes, modifications, or amendments thereto shall govern the actual circumstances of the leave.

(iii) Pregnancy leave of a maximum of seventeen (17) weeks is available to the natural mother of the child and the request for leave must be accompanied by a certificate from a qualified medical practitioner stating the expected birth

date. Pregnancy leave ends seventeen (17) weeks after the commencement or on an earlier date provided the employee advises the company, in writing, at least four (4) weeks in advance of an earlier return date.

(iv) Parental leave of a maximum of eighteen (18) weeks is available to each parent or either a natural or an adopted child. The parental leave of a natural mother must begin immediately following the expiration of her pregnancy leave, otherwise, parental leave must commence within thirty-five (35) weeks of the date of the child's birth or coming into custody, care and control of the parent. Parental leave ends eighteen (18) weeks after commencement or an earlier date, provided the employee advised the company, in writing, at least four (4) weeks in advance of an earlier return date.

(v) During either pregnancy or parental leave, seniority continues to accrue and the employee continues to participate in each type of benefit plan provided by the Company, and all required contributions will continue to be made, unless the employee elects in writing not to continue participation in the benefits. However, in order to have optional pension amounts be continued, the employee must advise the company in writing of their wish to continue making their employee contributory payments during the leave. Upon return from pregnancy or parental leave, the employee will be reinstated to the position they held prior to the leave, if it still exists, or to a comparable position, if it exists.

9.15 The Company agrees to grant leave of absence in cases of bona fide illness or injury, with seniority accumulated as provided for in Section 9.02.

9.16 The Company agrees to grant leave of absence whenever possible, to Union members required to represent the Union at meetings or conventions.

9.17 Any employee appointed to a position with the United Steelworkers of America, or to the Canadian Labour Congress or the Ontario Federation of Labour, shall be granted a leave of absence on a year to year basis.

An employee may apply for and be granted a leave of absence from work for a short duration for the Union, its affiliates or to participate in municipal council business as an elected official.

When a maximum of one person is requested for a leave in excess of one year, but not more than 3 years, from the International Office of the USWA, leaves shall not be denied if the company is given a minimum of 30 calendar days prior notice.

While on such leaves under section 9.17 of this article, the employee shall not engage in activities which are in conflict with the interests of the Company. These leaves shall be in writing and seniority shall be accumulated as provided in section 10.02.

9.18 The Company may grant a leave of absence requested in writing by an employee for other than illness or injury. This leave shall be in writing and seniority shall be accumulated as provided for in Section 10.02. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements.

9.19 An employee who is absent from work because of a compensable injury incurred in the employ of the Company is not considered to be on leave of absence in the meaning of this Article. Such employee shall return to work when medically fit to do so subject to the seniority provisions of this Article and will be credited with full accumulation of seniority. This Section in no way restricts the Company's rights under Article III.

9.20 An employee who returns from a leave of absence shall be placed on a job in accordance with their seniority and this Agreement.

9.21 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 or recall after a lay-off, they shall be subject to the seniority provisions of this Agreement which would have applied had they 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. However, in no case will the returning employee displace an employee out of an occupational group who has more occupational seniority in that group than has the returning employee.

9.22 An employee may request and the Company may grant a leave of absence with full accumulation of seniority for an

extended vacation trip. The approval will be granted far enough in advance so as to permit the employee to make the necessary arrangements pertaining to the vacation trip.

9.23 - DOMESTIC AND FAMILY VIOLENCE LEAVE AND SUPPORT

The employer and the Union recognize that employees sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, and that may affect their attendance and performance at work.

- 1) In recognition of the above, the employer agrees that in each calendar year it shall grant an employee paid or unpaid leave for domestic or family violence, without loss of seniority, (as per current legislation on this subject for leaves regarding paid and unpaid days) for the purpose of seeking medical help, to obtain services from victim service organizations, domestic violence shelters, or other social services or community agencies, to seek counseling or the assistance of law enforcement, to attend legal proceedings, to relocate temporarily or permanently to prevent further violence against the employee or her/his child/children, to make alternative child care arrangements, or other like activities. The Employer acknowledges that the employee may not be able to request this time off with notice. This leave will be in addition to existing leave and entitlements, such as weekly indemnity, may be taken as consecutive days, single days or as a fraction of a day.
- 2) The parties recognize that domestic and family violence situations are highly sensitive and will only disclose information on a “need to know” basis. To that end, the Employer may require proof that is reasonable in the circumstances and said proof maybe furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counselors, shelter workers, spiritual leaders, etc.
- 3) The Employer and the Union will ensure that no unwarranted disciplinary action is taken if the employee’s performance or attendance at work suffers as a result of being the victim of domestic or family violence.
- 4) The employer will approve reasonable requests from the employee that is a victim of or has a child/children as a victim(s) to domestic or family violence which may include, but is not limited to, the following:
 - Changes to their working hours, shift patterns, department, duties or reduced workload
 - A change to their telephone number, email address, and call screening to avoid harassing conduct
 - Safety planning at work

Counseling and referral to appropriate support services for the employee.

ARTICLE X - VACATIONS

10.01 Employees with twenty-four years or more of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of 11.5% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third, fourth and fifth week may not necessarily be given consecutively with any other regular vacation period.

10.02 Employees with twenty years or more but less than twenty-four years of Company service credit as of June 30th in the current year will receive five weeks vacation with vacation pay of 10% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third,

fourth, and fifth week may not necessarily be given consecutively with any other regular vacation period.

10.03 Employees with fifteen or more but less than twenty years of Company service credit as of June 30th in the current year will receive four weeks vacation with vacation pay of 9% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third and fourth week may not necessarily be given consecutively with any other regular vacation period.

10.04 Employees with ten years or more but less than fifteen years of Company service credit as of June 30th in the current year will receive three weeks vacation with vacation pay of 8% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third week may not necessarily be given consecutively with any other regular vacation period.

10.05 Employees with five years or more but less than ten years of Company service credit as of June 30th in the current year will receive three weeks vacation with vacation pay of 7% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year. At the Company's discretion the third week may not necessarily be given consecutively with any other regular vacation period.

10.06 Employees with less than five years of Company service credit as of June 30th in the current year will receive two weeks vacation with vacation pay of 4% of their gross earnings (including taxable benefits) from July 1st of the previous year through June 30th of the current year in compliance with the vacation with pay section of the Ontario Employment Standards Act. Employees with less than one year of service credit as of June 30th in the current year will receive two week's vacation with vacation pay of 4% in compliance to Ontario Employment Standards Act. Employees with less than one year of service, hired after June 30th in the current year, will receive one week's vacation with vacation pay of 4% in compliance to Ontario Employment Standards Act.

10.07 A minimum vacation allowance of forty times base rate per eligible week for employees with at least one year Company service credit shall be paid to all employees who were not working due to medically certified sickness or injury. This clause will not be applicable unless the employee has worked a minimum of three months in a twelve-month period immediately preceding June 30th.

10.08 When an employee, with at least one year Company service credit has been absent for more than three months because of a compensable injury during a vacation year, and for that reason only their vacation pay calculated in accordance with the preceding section of the Article is reduced, the vacation pay to which they are entitled shall be increased, providing the employee has not violated Company safety rules and instructions when injured. The employee's vacation pay shall be increased so as to reflect no loss in vacation pay for any part of time lost over three months but not exceeding nine months in the calendar year. Payment shall be at base rate times forty hours per eligible week.

10.09 When an employee's employment with the Company is terminated for cause or resignation, he/she will be paid any accrued vacation pay in accordance to statutory obligations. Those employees terminated for frustration of contract will be paid accrued vacation pay in accordance with the vacation pay percentage according to 10.01 through 10.06.

10.10 The dates of vacation will be determined by the Company but the Union and the Company will meet before the 10th day of May in each year in an endeavour to determine dates for vacation. Within 10 working days after the Company posts these vacation dates, all employees will be asked to submit requests for vacation that falls on dates other than those posted by the Company. The Company will then endeavour to accommodate these requests for vacation by seniority, subject to the provisions of Letter 13 – Vacation Requests

10.11 If an employee wishes to withhold vacation pay until they actually take their vacation, they must submit a vacation entitlement form to the Human Resources Department at least 2 weeks ahead of time or no later than June 1st of the year

of vacation. Payment for vacation will be calculated to coincide with the number of days requested off. Once an employee submits for vacation time off with pay, they will not be allowed to reverse the payment and pay will be processed. Provided that an employee gives the Company two (2) weeks notice, they will be eligible to receive vacation pay as they take their vacations. Pay will be calculated to coincide with the number of days used. Any unused vacation pay will be paid out at the end of the calendar year. Unless otherwise stipulated on the vacation form, vacation payment will be given the week prior to the scheduled vacation.

ARTICLE XI - MISCELLANEOUS

Safety Boots

11.01 The Company will furnish and maintain without charge to the employee special wearing apparel considered necessary on the effective date of this agreement by mutual agreement between the Company and the Union. The Company agrees to pay a safety boot allowance of **two hundred (200) dollars**, per 12-month period, per employee, (inclusive of skilled trades) effective **October 1, 2021. (insoles can be included in purchase)**

Special wearing apparel shall include coveralls or smocks for all employees. The Company will also supply wearing apparel for employees working in shipping or receiving during winter months.

11.02 (A) Notwithstanding their seniority status, the president of Local 168 shall be continued at work as long as work of their classification or work they are willing and able to do is available in the plant.

(B) The president of Local 168 shall be retained on the day shift where it is practical to do so.

It shall not be considered practical if an employee who normally rotates on two shifts is unable to remain on the day shift for two weeks in four consecutive weeks, nor will it be considered practical if an employee who normally rotates on three shifts is unable to remain on the day shift for two weeks in six consecutive weeks.

11.03 In accordance with the Ontario Labour Relations Act, the Welfare Benefit Plan, Retirement Benefit Plan, Appendices A, B, C, and D shall form part of the Collective Labour Agreement.

ARTICLE XII - SAFETY AND HEALTH

12.01 The company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company. The company shall recognize three (3) certified safety representatives from the Bargaining Unit and provide all necessary training.

12.02 The general duties of the Occupational Safety and Health Committee shall be:

(a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker whether or not such injury occurred.

(c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

(d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

(e) The Union Chairperson of the Joint Health and Safety Committee, or designate, shall have the right to accompany all authorized Ministry of Labour Inspectors on tours of the plant and shall receive copies of any reports sent to the company pertaining to such inspections.

(f) Accident, injury, and occupational illness records shall be kept by the company and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health and Safety Act. The Company also agrees to make available to the Committee upon request, the trade name and or technical description, (including chemical analysis, if available) of any compounds and substances used in the plant.

12.03 An employee may refuse to work or do particular work he has reason to believe that:

(1) Any equipment, machine, device or thing they are to use or operate is likely to endanger themselves or another employee, or

(2) The physical condition of the workplace or the part thereof in which they work or is to work is likely to endanger themselves.

12.04 (a) If as set down in Article 13.03, an employee refuses to work or do particular work, they shall promptly report the circumstances of their refusal to the supervisor, or management representative, who shall forthwith investigate the report with representatives of the Occupational Safety and Health Committee. If no Union member of the Joint Health and Safety Committee is available, a designate, selected by their Union, shall participate in the investigation.

(b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or to do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger themselves or another employee, then an inspector representing the Ministry of Labour shall be notified to investigate the refusal to work and they shall give their decision in writing as soon as practicable.

(c) The employee shall be found reasonable alternate work until the issue in dispute has been resolved.

12.05 Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated, unless in the presence of a Union member of the Joint Health and Safety Committee, or if none available, a designate, selected by the union, the worker has been advised of the other worker's refusal and the reason for the refusal.

12.06 No disciplinary action shall be taken against any employee by the reason of the fact that they have exercised the right conferred upon them under any act respecting the occupational health and safety of employees.

12.07 (a) The company shall supply all protective clothing and other devices (excluding safety footwear) deemed necessary by the company to protect employees from injuries arising from their employment with the company. In areas deemed by the Company for employees to wear mandatory safety glasses, the Company will pay for prescription eyeglasses and frames (CSA), to a maximum of once every two years if necessary. The company will pay for new lenses upon a change in prescription as necessary. The choice of supplier and style of lenses and glasses will be made by the company. In the event that prescription safety glasses are damaged due to a workplace mishap, the company will replace such glasses. Prescription safety glasses will not be replaced by the company if they are damaged due to negligence or misuse.

(b) 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.

12.08 - 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. The company agrees to pay for up to three (3) members to be certified.

(b) The Company will ensure that all members receive chemical hazard training. This training shall include WHMIS education and training. WHMIS education and training shall be consistent with the applicable legislated requirements.

The Company agrees to pay lost time wages for three (3) Union Health and Safety Committee member at application rate to attend the United Steel Workers of America's Health and Safety Conference once per year.

12.09 TECHNOLOGICAL CHANGE

For the purpose of this agreement, the term "Technological Change" shall be understood to mean the introduction of equipment and/ or material of a different nature than that previously used, which changes the terms and conditions of security of a major number of employees.

The Company agrees to give as much notice as possible and to meet with the Union Executive prior to such changes being implemented.

When new jobs are created as a result of technological change the Company shall meet with the Union as far in advance as possible to discuss wages and training requirements for the new jobs. In all cases training will be offered first to the senior employee who is capable of satisfactorily performing the work.

Technological Change does not include normal layoffs resulting from a decrease in the amount of work to be done.

ARTICLE XIII - AGREEMENT AND DURATION

13.01 When this agreement has been executed by the International Union and Bargaining Agents as mentioned in Section 2.01 (A) and ratified by the Local, it shall constitute the entire agreement between the Company and the International Union and the Bargaining Agents, save and except any existing separate agreements between the Company and the Union or said Local or either of them covering welfare and pension benefit plans.

13.02 Amendments to this agreement may be made in writing by mutual consent of both parties. The International Union may select an employee from the 341 Erie Street facility to have alternate signing authority for or on behalf of the International Union, when a representative of the International Union is not available and notify the Company of such selection.

13.03 This Agreement shall be in effect until the 30th day of September, 2025 and shall continue from year to year thereafter unless either party gives notice in writing to the other party within a period of ninety (90) days before the expiry date of its desire to amend this agreement.

SIGNED THIS 22nd DAY OF September 2021

FOR THE COMPANY

Colin Stewart
Karen Lauze

FOR THE UNION

David Doyle
Steve Bingham
Mark Stone
Marty Struth
Gary Glanville

APPENDIX "B"
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2021

GROUPS

NON-INCENTIVE DIRECT LABOUR

START

6 Mill Warm-up, Tuber set-up & Operate	25.71
9 Compounding	25.97
21 Batch Off	26.19
22 Mill	27.55
23 #11 Banbury	26.80
27 Batch Off Weigh Scale Operator	25.82
50 Student	

INDIRECT LABOUR

4 General Relief & Material Handler	26.17
5 Utility	25.41
11 Receiving, Shipping, Stock Handling, Quality Control	25.71
12 Material Handlers, Checkers, Towmotor Operators (Back end +0.15)	25.41
24 Certified Industrial Millwright	37.85
28 Industrial Millwright Apprentice	1 st Year 85%
	2 nd Year 85%
	3 rd Year 90%
	4 th Year 95%
29 Dual Ticket	40.85
30 Temporary Supervisor	28.55
31 Lead Hand	28.55

Premiums for midnight shift – .85 cents
 Premiums for afternoon shift – .50 cents

Above labour rates subject to new hire progression rates.
 (excluding Groups 24, 28, and 29)

PROGRESSIVE HIRING RATES: 85% FOR TWELVE MONTHS, 90% FOR TWELVE MONTHS, 95% FOR TWELVE MONTHS, THEREAFTER 100%.

APPENDIX "B"
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2022

GROUPS

NON-INCENTIVE DIRECT LABOUR **START**

6	Mill Warm-up, Tuber set-up & Operate	26.26
9	Compounding	26.52
21	Batch Off	26.74
22	Mill	28.10
23	#11 Banbury	27.35
27	Batch Off Weigh Scale Operator	26.37
50	Student	

INDIRECT LABOUR

4	General Relief & Material Handler	26.72
5	Utility	25.96
11	Receiving, Shipping, Stock Handling, Quality Control	26.26
12	Material Handlers, Checkers, Towmotor Operators (Back end +0.15)	25.96
24	Certified Industrial Millwright	38.40
28	Industrial Millwright Apprentice	1 st Year 85% 2 nd Year 85% 3 rd Year 90% 4 th Year 95%
29	Dual Ticket	41.40
30	Temporary Supervisor	29.10
31	Lead Hand	29.10

Premiums for midnight shift – .85 cents
 Premiums for afternoon shift – .50 cents

Above labour rates subject to new hire progression rates.
 (excluding Groups 24, 28, and 29)

PROGRESSIVE HIRING RATES: 85% FOR TWELVE MONTHS, 90% FOR TWELVE MONTHS, 95% FOR TWELVE MONTHS, THEREAFTER 100%.

APPENDIX "B"
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2023

GROUPS

NON-INCENTIVE DIRECT LABOUR **START**

6	Mill Warm-up, Tuber set-up & Operate	26.86
9	Compounding	27.12
21	Batch Off	27.34
22	Mill	28.70
23	#11 Banbury	27.95
27	Batch Off Weigh Scale Operator	26.97
50	Student	

INDIRECT LABOUR

4	General Relief & Material Handler	27.32
5	Utility	26.56
11	Receiving, Shipping, Stock Handling, Quality Control	26.86
12	Material Handlers, Checkers, Towmotor Operators (Back end +0.15)	26.56
24	Certified Industrial Millwright	39.00
28	Industrial Millwright Apprentice	1 st Year 85% 2 nd Year 85% 3 rd Year 90% 4 th Year 95%
29	Dual Ticket	42.00
30	Temporary Supervisor	29.70
31	Lead Hand	29.70

Premiums for midnight shift – .85 cents
 Premiums for afternoon shift – .50 cents

Above labour rates subject to new hire progression rates.
 (excluding Groups 24, 28, and 29)

PROGRESSIVE HIRING RATES: 85% FOR TWELVE MONTHS, 90% FOR TWELVE MONTHS, 95% FOR TWELVE MONTHS, THEREAFTER 100%.

APPENDIX "B"
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2024

GROUPS

NON-INCENTIVE DIRECT LABOUR **START**

6	Mill Warm-up, Tuber set-up & Operate	27.56
9	Compounding	27.82
21	Batch Off	28.04
22	Mill	29.40
23	#11 Banbury	28.65
27	Batch Off Weigh Scale Operator	27.67
50	Student	

INDIRECT LABOUR

4	General Relief & Material Handler	28.02
5	Utility	27.26
11	Receiving, Shipping, Stock Handling, Quality Control	27.56
12	Material Handlers, Checkers, Towmotor Operators (Back end +0.15)	27.26
24	Certified Industrial Millwright	39.70
28	Industrial Millwright Apprentice	1 st Year 85% 2 nd Year 85% 3 rd Year 90% 4 th Year 95%
29	Dual Ticket	42.70
30	Temporary Supervisor	30.40
31	Lead Hand	30.40

Premiums for midnight shift – 1.00 dollar
 Premiums for afternoon shift – .50 cents

Above labour rates subject to new hire progression rates.
 (excluding Groups 24, 28, and 29)

PROGRESSIVE HIRING RATES: 85% FOR TWELVE MONTHS, 90% FOR TWELVE MONTHS, 95% FOR TWELVE MONTHS, THEREAFTER 100%.

WELFARE BENEFIT PLAN

ENTERED INTO THIS 1ST DAY OF OCTOBER 1996

BETWEEN:

STANDARD PRODUCTS (CANADA) LIMITED

A COMPANY INCORPORATED UNDER THE LAWS OF THE PROVINCE OF ONTARIO

WITH HEAD OFFICE AT THE CITY OF STRATFORD,

HEREINAFTER CALLED THE "COMPANY"

- and -

UNITED STEELWORKERS OF AMERICA,

HEREINAFTER CALLED THE "UNION"

COMPANY BENEFITS

Each employee will pay \$5 family and \$2 single per week co-pay for the benefits herein once entitled to benefits, via payroll deduction. When absent, these monies will be caught up in arrears when the employee returns to work, unless the employee has been off work for a full week or longer on LTD, STD, WSIB, Family Medical (compassionate leave as per E.I. qualification as per ESA Section 49), Layoff, to be excluded on the same basis are for employees absent for maternity or parental leave.

In cases where both spouses are employed by the Company, only one co-pay shall be applied. Co-pay of benefits will begin January 1, 2013.

ARTICLE 1 - HOSPITAL AND MEDICAL

1.01 EXTENDED HEALTH BENEFITS

The Company shall provide for extended health benefits in accordance with this section 1.02 for eligible employees and eligible dependent(s), if any, following completion of their probationary period, provided such benefits are not covered by any government agency.

This benefit will be at reasonable and customary rates where there is no amount specified.

"Reasonable and customary rate" will be interpreted to mean the exclusion of charges which are in excess of those usually made for the service, treatment or supplies in the absence of insurance coverage, or in excess of the general level of the rates in this area.

1. Drugs, serums, injectables, vaccines, oral contraceptives and insulin requiring the prescription of a medical physician or dentist, except, for vitamins or vitamin preparations (unless injected) and patent or propriety medicines purchased from a registered pharmacist or physician.

(A) Effective October 1, 2006, the maximum dispensing fee payable from the plan will be \$8.00. Effective October 1, 2019, the maximum dispensing fee payable from the plan will be \$7.50 per script for regular drugs, and \$25.00 per script for compound drugs.

(B) The Company will provide that the insurance carrier will pay the druggist direct where possible.

(C) Reimbursement will be based on a 2 Tier drug formulary, identified as The Dynamic Therapeutic drug formulary (DTF). Tier 1 which specifies the prescription drugs eligible for reimbursement at 100% and Tier 2 which specifies the prescription drugs eligible for reimbursement at 70%. Revisions of drugs are automatically updated to the pay direct drug system.

2. Registered or licensed physiotherapist, including diagnostic. There is a maximum of nine hundred dollars (\$900) for physiotherapy in each year of the contract, effective October 1, 2015.

3. Laboratory testing and x-rays.

4. Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes. Prescribed orthopedic insoles will be covered to a maximum of \$185 in Year 1 and \$200 in Year 3 of the contract, in any period of twenty-four (24) months, exclusive of sports orthopedics. Effective October 1, 2019, two hundred forty (\$240) per 2 calendar years combined for custom-made orthopedic shoes and custom-made orthotics.

5. Specialized treatments such as radium, deep x-ray and radioisotopes, oxygen, plasma or blood transfusion, surgical dressing and bandages.

6. Ambulance service to the nearest hospital.
7. Registered clinical psychologist in the amount of fifty percent (50%) for such services, to a maximum of three hundred (\$300) during any period per calendar year for each of such services. X-ray examinations are limited to one (1) per year for each service.
8. Registered masseurs, osteopaths, naturopaths, and podiatrists to a maximum of two hundred and ninety dollars (\$290) in a twelve (12) consecutive month period per calendar year for each of such services. Increase to three hundred and seventy-five (\$375), effective October 1, 2016. X-ray examinations are limited to one (1) per year for each service. Chiropractic care only, to three hundred and seventy-five dollars (\$375) in a twelve (12) consecutive month period per calendar year. Increase in chiropractic care to four hundred seventy-five dollars, effective October 1, 2016.
9. Qualified speech therapist to a maximum of three hundred and fifty dollars (\$350) during any period of twelve (12) consecutive months per calendar year, effective October 1, 2006. Such coverage must be certified as necessary by a medical physician or dentist.

Effective October 1, 2019

Professional Services - up to \$2,500 per year combined; Massage and Chiropractor limited to \$750 each. **Effective October 1, 2022, Massage and Chiropractor limited to \$850 each.** Paramedical practitioners/all practitioners reimbursed at 100%.

Paramedical practitioners include:

Chiropractic, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Homeopath, Naturopath, Speech Therapist, Physiotherapist, Psychologist, **Psychotherapy**, Reflexologist, Orthotherapist, Athletic Therapist, Acupuncturist, Audiologist, Occupational Therapist, Dietician and Aqua Therapy

10. 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.
11. Hearing aids to a maximum of six hundred and fifty (\$650) once in a 2-year period. Effective October 1, 2019, hearing aids to a maximum of eight hundred (\$800) per 24 months.
12. \$35 for prostate exam (PSA) once every two years.

Vision

13. Effective October 1, 2019 – Three hundred fifty (\$350) dollars per rolling 24 months combined for Prescription Glasses and Visual Training. An additional fifty (\$50) dollars per 12 months will be payable for a dependent child under 15 years of age when glasses or contact lenses are required due to a change in prescription; Contact Lenses – three hundred fifty (\$350) dollars per 24 months. Eye exams at eighty-five (\$85) dollars per 12 months for persons under 18 and eight-five (\$85) dollars per 24 months for persons age 18 and over. Elective laser vision correction procedures are eligible under the Prescription Glasses maximum.

Effective October 1, 2022 – Three hundred seventy-five (\$375) dollars per rolling 24 months combined for Prescription Glasses and Visual Training. An additional fifty (\$50) dollars per 12 months will be payable for a dependent child under 15 years of age when glasses or contact lenses are required due to a change in prescription; Contact Lenses – **three hundred seventy-five (\$375) dollars per 24 months.** Eye exams at eighty-five (\$85) dollars per 12 months for persons under 18 and eight-five (\$85) dollars per 24 months for persons age 18 and over. Elective laser vision correction procedures are eligible under the Prescription Glasses maximum. There is no provision to cover sun or safety glasses. Company language provided on replacement of glasses for workplace accidents that WSIB does not cover.

14. Dental surgeon, including dental prosthesis, required for a treatment of a fractured jaw or accidental injuries (caused by external and violent means) to natural teeth provided treatment takes place within six (6) months of the accident.

1.02 DENTAL EXPENSE BENEFIT

The Company will provide dental expense benefits according to this section 1.03 for employees and their dependants, following completion of their probationary period.

1. Maximum benefits - Effective October 1, 2019, the maximum benefit amount payable for basic and major services combined is \$2300.00 per calendar year and \$2300.00 for a lifetime for orthodontic services. **Effective October 1, 2022, the maximum benefit amount payable for basic and major services combined is \$2400.00 per calendar year and \$2400.00 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.

Effective January 1, 2022 – 2021 Dental Fee Guide
Effective January 1, 2023 – 2022 Dental Fee Guide
Effective January 1, 2024 – 2023 Dental Fee Guide
Effective January 1, 2025 – 2024 Dental Fee Guide

The 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:

Effective October 1, 2009 Basic Services covered at 80%.

BASIC SERVICES - 100% PAYABLE EXAMINATIONS

Complete oral examination

(once every 2 years)

** (once every 3 years - adults only)

Recall oral examination

(twice every 12 months)

Emergency examination

Specified 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)

Interpretation of radiographs from

another source

TESTS AND LABORATORY EXAMINATIONS

Biopsy, soft-hard tissue
Cytological examination
Pulp vitality test
Diagnostic casts

PREVENTIVE SERVICES

Scaling and polishing
(twice in any 12 months)
**(once in 9 months - adults only)

Fluoride treatment
(twice in any 12 months)
**(once in 9 months - adults only)

Oral hygiene instruction
(once every 12 months)

Plaque control program
(once only, family maximum of (\$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

Crowns

Endodontic Services

Pulpotomy

Root canal therapy

Apexification

Periapical Services

Banding of Tooth to Maintain

Sterile operating field

Intentional removal, apical filling and reimplantation

Periodontal Services

Gingival curettage

Gingivoplasty

Gingivectomy

Soft tissue grafts

Post surgical treatment

Provisional splinting

Occlusal equilibration

Periodontal scaling and root planing

Special periodontal appliances

Anaesthesia

Consultation

With another dentist

Prosthodontic Services - Removable

Denture adjustments

Denture rebasing & relining (once in a 36 month period)

Surgical Services

Removal of erupted tooth (uncomplicated)

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

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

Pontics

Removal, repair, recementation of bridgework

Prefabricated veneer application

Onlays and crowns

ORTHODONTICS - 80% PAYABLE

Interceptive Orthodontics

Observation/adjustment/appliances

4. Extension of benefits - no dental benefits are payable after termination of coverage, except as provided in Article V. However, such benefits are payable under the following:

(i) Where the impression for a denture (including crowns, 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.

1.03 The expense benefits referred in Section 1.02 and 1.03 will not be covered under this Agreement as follows:

- Services covered by workers compensation act or other statute;
- Self inflicted injuries, or illness while sane or insane;
- Dental services or appliances other than those provided in this Article;
- Home delivery charges for prescription drugs;
- Services required as a result of the employee or dependent participating in a criminal offence;
- Services required as a result of war or hostilities of any kind;
- Services performed by a person who is ordinarily a resident in the patient's home or who is a member of the patient's immediate family;
- Services for which reimbursement is payable due to the legal liability of any other party, to the extent of such reimbursement;
- Services levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges, advice by phone or other means of telecommunications;
- Cosmetic surgery or treatment, unless such surgery or treatment is for accidental injuries which commenced within 90 days of an accident;
- The replacement of an existing dental appliance which has been lost, mislaid or stolen;
- Services and supplies rendered for full mouth re-construction, for vertical dimension correction, or for a correction to temporal mandibular joint dysfunction.

1.04 Co-ordination of benefits - This provision operates in the event that an employee or dependent is covered under more than 1 plan providing expense benefits such as those provided under Sections 1.02 or 1.03 and ensures that while claim may be made under all plans that the total reimbursement does not exceed the actual expenses incurred.

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.

RETIREE BENEFITS – OPEB

- Elimination of OPEB benefits as of February 1, 2013 – life insurance remains
- Introduction of a Health Care Spending Account (HCSA) at retirement, for active employees as of February 1, 2013
- Elimination of retiree benefits (OPEB) for new hires after February 1, 2013 – no entitlement to HCSA

A HCSA is a pre-determined fixed dollar amount provided to retirees and their respective spouses at the beginning of each benefit year for coverage of their medical and dental expenses. Claims are submitted by retirees or their spouses and reimbursed in a similar fashion to a conventional benefits plan. Eligible expenses are paid at 100% up to the total dollar amount available in the HCSA. A HCSA allows the benefit to be received by retirees and their spouses tax-free in Ontario. The maximum amount per retiree and spouse (if applicable) is \$1,500 per year - \$15,000 lifetime maximum.

Process

- At the beginning of each benefit year effective January 1, 2013, the Company, Cooper Standard will provide HCSA dollars to each individual account for future retirees: \$1,500 per year to a maximum of \$15,000 lifetime

- Retirees and their spouse can then claim from these accounts to cover Canada Revenue Agency (CRA) approved health and dental expenses, which they encounter throughout the benefit year – coordination of benefits shall apply if applicable
- Any HCSA credits not used in the year they are allocated can be carried forward to the following year and used against eligible expenses in that year
- The carried-forward credit amounts will be used first against eligible expenses in the following plan year
- If the carried-forward credit amount is not used in the second year it is forfeited
- Should a retiree become deceased after the enactment of the HCSA, the spouse will remain entitled to the HCSA as per the above for the remaining balance of the HCSA as per the guidelines

Eligible Expenses

- Under the Income Tax Act, any item that qualifies for the Medical Tax Credit is eligible for coverage through a HCSA.

ARTICLE II - LIFE INSURANCE AND A.D. & D.

2.01 Each employee upon completion of his probationary period will be insured for group life insurance according to the schedule set out below which will provide for the payment of a death benefit under the terms and conditions ordinarily found in a group life insurance policy issued in the Province of Ontario. The effective coverage for October 1, 2015 is \$40,000.

The Company will provide the option to purchase additional optional life insurance and voluntary A.D. & D. insurance (minimum of \$10,000 to a maximum of \$100,000) through payroll deductions as provided in the schedules of insurance and rates to be supplied by the Company.

2.02 The policy of group life insurance shall provide that a person within 31 days after their life insurance ceases because of termination of employment for any reason, shall have the privilege of obtaining, without medical examination, an individual policy of life insurance of a class and under the conditions specified by the insurer in the individual's certificate of insurance.

2.03 The policy of group life insurance shall provide that if an employee becomes totally disabled before attaining the age of 65 years, his life insurance will be extended, without payment of premium during the continuance of such total disability, subject to his satisfying the insurer of the continuance of disability in the manner prescribed in the certificate of insurance.

2.04 Each employee will be insured under terms of accidental death and dismemberment insurance for an additional amount equal to their life insurance coverage defined in Section 2.01. The sum will be payable in the case of death or loss of both hands, or loss of both feet, or sight of both eyes or any two of those members when such loss occurs within 365 days of the date of the accident. Payment of one-half of the principal sum will be provided for in the case of loss of one hand, one foot or the sight of one eye, under the same conditions. The contract will contain such limitations and conditions as are provided for insurance contracts of this type by Insurance Act, R.S.O. 1980 Chap. 218.

2.04(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 by 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.

(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 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. 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) Occupational Training Benefit - 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 they would not otherwise have sufficient qualifications, not to exceed in the aggregate amount as defined in the Letter of Understanding 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 employee 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.

2.05 The Company will continue to carry \$1,000.00 group life insurance on former employees who retired under Section 5.01 (normal retirement) Section 5.02 (disability retirement) and Section 5.05 (early retirement) of the retirement benefit plan agreement on or before October 31, 1977.

(A) The Company will continue to carry \$2,000.00 group life insurance coverage on each employee who retires on or after November 1, 1977 and before November 1, 1980 under Sections 5.01 (normal retirement) or 5.05 (early retirement) of the retirement benefit plan agreement.

(B) The Company will continue to carry \$4,000.00 group life insurance coverage on each employee who retires on or after November 1, 1980 and before July 1, 1986 under Sections 5.01 (normal retirement), 5.02 (disability retirement) or 5.05 (early retirement) of the retirement benefit plan.

(C) The Company will continue to carry \$10,000.00 group life insurance coverage on each employee who retires on or after July 1, 1986 under Sections 5.01 (normal retirement), 5.02 (disability retirement), or 5.05 (early retirement) of the retirement benefit plan.

(D) The Company will continue to carry \$5,000.00 group life insurance coverage on each employee who retires on or after October 1, 2009 under Sections 5.01 (normal retirement), 5.02 (disability retirement), or 5.05 (early retirement) of the retirement benefit plan.

2.06 The group life insurance and accidental death and dismemberment insurance terminates when the employee terminates his employment unless otherwise provided in this Article.

ARTICLE III - SICK AND ACCIDENT BENEFITS

3.01 If bodily injuries caused by non-occupational accident or sickness shall totally and continually disable an employee who has completed their probationary period, so that they cannot work, the Company will make provisions for the payment to such employee of weekly indemnity as follows:

Thirty-two (32) weeks at 60% of employees average weekly earnings, effective October 1, 2015. (40 hours x base rate)
Effective October 1, 2021, thirty-two (32) weeks at 60% of employees average weekly earnings, up to a maximum of \$600.
Effective October 1, 2023, thirty-two (32) weeks at 60% of employees average weekly earnings, up to a maximum of \$675.

3.02 Weekly indemnity will be payable for a period of such continuous total disability, while under the care of a physician, but the period shall not exceed thirty-two consecutive weeks.

In the case of disabilities arising out of pregnancy or related causes, the employee must have been enrolled for nine consecutive months and the period of disability shall not exceed thirty-two weeks.

3.03 Periods of disability due to the same cause will be treated as the same period of disability, unless the employee has

recovered and returned to full time work for a period of 15 calendar days. Periods of disability due to different causes will be treated as different periods of disability if separated by recovery and return to full time work.

3.04 All benefits under Section 3.01 will commence with the first day accident and/or confinement in hospital, second day for out-patient surgery and fourth day sickness.

3.05 The date on which the disability begins shall be deemed to be the first day upon which the employee fails to report to the Company for work or is required to cease work during his or her shift and the date upon which the disability terminates shall be deemed to be the date before the first day upon which the employee is capable of returning to work. This date shall be that set by the attending physician. Part weeks shall be indemnified at the rate of one-seventh of the weekly amount for each calendar day of disability.

3.06 Weekly indemnity benefits shall not be payable for any disability resulting from:

1. Any injury or sickness for which the employee is not under the care of a physician.
2. Any injury or sickness covered by worker's compensation.
3. Injury sustained or sickness contracted as a direct or indirect result of war or engaging in a riot or illegally engaging in a disturbance of the peace.

Benefits for injuries due to an automobile accident to which the Ontario no fault benefit schedule applies will not be covered under this plan. All other benefits not related to the accident will continue as provided under the terms of the Collective Agreement. Effective October 1, 2019 – Disability resulting from an automobile accident qualifies for benefits for one week only unless the Ontario No-fault Automobile Schedule does not apply.

3.07 The Company will reimburse employees the cost of medical notes that are required to qualify for approved Short-Term Disability, Long-Term Disability, or for referrals required to qualify for Extended Health Benefits to a maximum of \$15 substantiated by receipts.

ARTICLE IV - DEPENDENT

4.01 (A) The term "Dependent" means a person not in the employ of the Company who is:

1. 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.

2. Any unmarried, natural, adopted, stepchild or foster child or other child under the age of 21 years who depends on the employee for support and lives with the employee in a parent-child relationship. A fully employed child is not a dependent under this definition.

3. 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. A child over the age of 21 years of age but not more than 25 years who is attending school or other institute of learning for coverage in medical and drugs only. Fully employed children are not dependants under this definition.

(B) An employee will be considered to be single and without dependants until they have properly enrolled their dependants on the application forms applicable to the specific dependant benefits and they may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any changes in the status of their dependants which would affect their eligibility for benefits.

4.02 (A) The dependants of an eligible employee shall be eligible to receive benefits in respect to any disability suffered or incurred on or after the date on which such dependent is properly enrolled under this plan.

(B) 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.

ARTICLE V - PAID COVERAGE ON TERMINATION

5.01 (A) An employee whose active employment is terminated by lay-off, a leave of absence for personal reasons, or a leave for union duties shall be covered for all benefits until the end of the month following the month in which the lay-off or leave of absence commences.

(B) An employee whose active employment is terminated by confirmed sickness or injury whether covered by worker's compensation or not, shall be covered for all benefits until the end of the month in which such period has reached 52 weeks duration.

(C) An employee whose active employment is terminated by a leave of absence because of pregnancy shall be covered for all benefits during their leave granted under Section 10.14 of the collective labour agreement plus any period of time in which they receive sick and accident benefits because of complications.

(D) An employee who is purchasing additional life insurance coverage or semi-private hospital coverage or any other additional coverage through payroll deductions must submit payments for the additional coverage to the Company in advance if they wish them to continue during the period of time in which the Company is carrying coverage under Section 5.01 (A), (B) & (C). Premiums must be submitted by the 25th of the month in which benefit coverage is still active. Employees shall only utilize this privilege while on lay-off status or until employed elsewhere.

(E) Provision will be made that an employee may carry on benefit coverage for themselves and their dependants beyond the periods set out above, except weekly indemnity and when on lay-off weekly indemnity, life and accidental death and dismemberment, by payment monthly in advance to the Company, of the total premiums applicable to such benefits. Such payment shall be the responsibility of the employee and this privilege will terminate on termination of employment or failure to pay the premiums as provided. Premiums must be submitted by the 10th of each month.

5.02 A seniority employee, who returns to active employment from lay-off or leave of absence shall be eligible for all benefits for themselves and their dependants upon their return to work.

5.03 An employee whose active employment is terminated by discharge for cause or voluntary separation or by entering military service shall cease to be eligible for any benefits under this Article as of their date of termination.

5.04 Benefit coverage for employees who retire under the retirement benefit plan agreement (RBPA) before November 1, 1980 are covered for benefits under Section 1.01 until age 65. Employees who retire under the retirement benefit plan agreement on or following November 1, 1980 will be covered with benefits as follows:

(A) Normal Retirement - Section 5.01 of RBPA

Life insurance coverage as stated in Section 2.05

Vision coverage (only)

- same as active employees

Dental coverage

- same as active employees

All employees who retire after October 1, 2009 will have Type A Services dental coverage same as active employees, Type B Services coverage at 50% payable and will not have coverage for Type D Services.

(B) Disability Retirement - Section 5.02 of RBPA

Life insurance coverage as stated in Section 2.03 until age 65 as stated under Section 2.05 as of age 65.

Drug and vision coverage

- same as active employees

Dental coverage

- same as active employees

(C) Early Retirement - Section 5.05 of RBPA

Life insurance coverage as stated under Section 2.05

Drug and vision coverage

- same as active employees

Dental coverage

- same as active employees

All employees who retire after October 1, 2009 will have Type A Services dental coverage same as active employees, Type B Services coverage at 50% payable and will not have coverage for Type D Services.

(D) Dependent Coverage under these sections shall cease when the retired employee ceases to be eligible because of age or death.

ARTICLE VI - RESPONSIBILITY

6.01 The Company shall have the sole responsibility and authority consistent with the provisions of this article for the operation and administration of the benefits provided and may enter into contract or contracts to supply the benefits, provided such contract does not alter or reduce the benefits. The Company shall, however, be deemed to have complied with its obligation under this Article if it pays the premiums mentioned in Section 1.01 and if it obtains, and the Union approves, a contract or contracts with an insurer or insurers with respect to the matter dealt with in this Article.

6.02 The insurer shall issue or cause to be issued a certificate to each employee eligible for benefits which will describe the benefits and privileges provided hereunder by said insurer. The employee shall be deemed to accept all the benefits and privileges thus described and all the liabilities and obligations except the liability and obligation to pay the premium fee, or other regular charge of the insurer, except as provided in Section 5.01 (E).

6.03 If a dispute shall arise between the Company or its insurer as the case may be, and an employee as to whether such employee is, or continues to be suffering from bodily injury or sickness of a degree, extent, and type that gives rise to a claim for benefits, such dispute shall be resolved as follows:

(A) The employee or disabled person shall be examined by a physician appointed for that purpose by the Company or the insurer and by a physician appointed for that purpose by the Union.

(B) If they shall disagree concerning the kind and nature of the disability 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 be accepted by the Company or the insurer, the Union and the employee as evidence of the facts therein disclosed and the degree, extent and type of disability suffered by the disabled person. The fees and expenses of the third physician shall be shared equally by the Company or the insurer and the Union.

6.04 (A) Should any dispute arise between the Company and an employee with reference to eligibility for benefits or payment of claims under this agreement, or if a dispute should arise between the Company and the Union as to whether the Company has provided and continues to provide benefits as herein described, such dispute may be taken as a grievance under the grievance provisions of the collective labour agreement then in effect, omitting however all steps preceding presentation of grievance, in which the human resources manager participates.

(B) If a grievance is taken to arbitration under the provisions of the collective labour agreement, the arbitrator or board of arbitration, insofar as it may be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this agreement and the collective labour agreement.

(C) The arbitrator or arbitration board shall have no authority to add to or subtract from any provision of this Agreement or to waive or fail to apply any requirement of eligibility for benefit.

(D) The decision of an arbitrator or the majority decision of an arbitration board on any grievance properly referred shall be binding upon the Company, the Union and the employee.

ARTICLE VII - FEDERAL & PROVINCIAL LAWS

7.01 This Article is subject to such amendment from time to time as may be necessary to meet the requirements of any

applicable federal or provincial laws, orders or regulations and relevant provisions of the Insurance Act of Ontario shall be deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of this Article.

7.02 The benefits under this Article may be modified or discontinued after three months notice to the Union, but not prior to the effective date of any change in the legislation referred to hereinafter, should the whole or any part of the expenses to the Company be disallowed as a deduction for income tax purposes or should the income tax laws be changed to provide for disallowance in whole or in part of payments of this class and kind as income tax deductions. Should modification or discontinuance of one or more of the benefits become necessary for any of these reasons negotiations will be resumed immediately after such notice is given.

7.03 If at any time the Federal or Provincial Government passes legislation which directly or indirectly has the effect of providing or discontinuing benefits similar to one or more of the benefits described in this Article for which the employees as a class shall be eligible, the benefit or benefits affected shall terminate upon the expiration of thirty days after the proclamation of such statute or upon the date the statute comes into effect whichever is later. During such thirty day period or such longer period as may expire after date of proclamation of the statute, the parties will meet for the purposes of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under this Article shall approximate in kind and money value to the benefits provided under this Article before said statutory enactment.

ARTICLE VIII - UNION

8.01 The Union agrees that it shall not:

1. Make any demand that benefits under this Article be changed in any respect or that additional benefits be provided or that the Company contribute or pay any greater amount for such benefits for the employees than required in this Article.
2. Engage in or continue to engage in, or in any manner encourage or sanction any illegal strike or other action which will interfere with work or production at the plants of the Company for the purpose of securing any such changes.

ARTICLE IX - DURATION OF AGREEMENT

9.01 Four (4) year agreement effective October 1, 2021 – September 30, 2025. Amendments to this plan may be made in writing by mutual consent of both parties.

Signed this 22nd day of September 2021.

For the Company
Colin Stewart
Karen Lauze

For the Union
David Doyle
Steve Bingham
Mark Stone
Marty Struth
Gary Glanville

MONEY PURCHASE PLAN

Effective **October 1, 2018** pension contributions were increased to:

Employees with less than 10 years of service	255.00/mth
Employees with 10 years but less than 20 years of service	320.00/mth
Employees with 20 years but less than 30 years of service	345.00/mth
Employees with 30 years of service or more	365.00/mth

Effective **October 1, 2019** pension contributions were increased to:

Employees with less than 10 years of service	265.00/mth
Employees with 10 years but less than 20 years of service	330.00/mth
Employees with 20 years but less than 30 years of service	355.00/mth
Employees with 30 years of service or more	375.00/mth

Effective **October 1, 2020** pension contributions were increased to:

Employees with less than 10 years of service	275.00/mth
Employees with 10 years but less than 20 years of service	340.00/mth
Employees with 20 years but less than 30 years of service	365.00/mth
Employees with 30 years of service or more	385.00/mth

Effective October 1, 2018 the plan would allow you to contribute \$25, \$50, \$75, \$100 with a company match of \$25, \$50, \$75, or \$100 respectively per month. **Effective October 1, 2022** the plan would allow you to contribute **\$50, \$75, \$100, \$150** with a company match of **\$50, \$75, \$100 or \$150** respectively per month. The employee contributions would be made through payroll deductions which would be matched by the company.

Effective October 1, 2018 employees may purchase additional pension funds through payroll deductions (not matched by the company) in the amount of \$25, \$50, \$75, or \$100 per pay. **Effective October 1, 2022** employees may purchase additional pension funds through payroll deductions (not matched by the company) in the amount of **\$50, \$75, \$100 or \$150** per pay.

The options would be available to commence and terminate each year of this agreement at September 30th. An employee would become a member of the plan after attainment of their master seniority.

LONG TERM DISABILITY

A long-term disability program will cover employees who become disabled from performing the functions of their own occupation for a period not to exceed 2 years. This will increase to \$1500 per month, effective October 1, 2008. After two years, the employee, in order to qualify, must first apply for CPP disability pension. The Long-Term Disability Plan would continue to pay at this rate for employees who are disabled from any occupation until they are no longer totally and permanently disabled or until they reach age 65.

LTD Definition

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

After the stated 24 months 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.

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

LTD Benefit - \$1550 – October 1, 2014

LTD Benefit - \$1650 – October 1, 2016

RETIREMENT BENEFIT PLAN

ENTERED INTO

AS OF THE 1ST DAY OF OCTOBER 2012

BETWEEN:

STANDARD PRODUCTS (CANADA) LIMITED

**A Company incorporated under the laws of the Province of Ontario,
with Head Office at the City of Stratford.**

hereinafter called the "Company"

- and -

UNITED STEELWORKERS OF AMERICA

hereinafter called the "UNION"

RETIREE BENEFITS - OPEB

- Elimination of OPEB benefits as of January 1, 2013 – life insurance remains
- Introduction of a Health Care Spending Account (HCSA) at retirement, for active employees as of October 1, 2012
- Elimination of retiree benefits (OPEB) for new hires – no entitlement to HCSA

A HCSA is a pre-determined fixed dollar amount provided to retirees and their respective spouses at the beginning of each benefit year for coverage of their medical and dental expenses. Claims are submitted by retirees or their spouses and reimbursed in a similar fashion to a conventional benefits plan. Eligible expenses are paid at 100% up to the total dollar amount available in the HCSA. A HCSA allows the benefit to be received by retirees and their spouses tax-free in Ontario. The maximum amount per retiree and spouse (if applicable) is \$1,500 per year - \$15,000 lifetime maximum.

Process

- At the beginning of each benefit year effective January 1, 2013, the Company, Cooper Standard will provide HCSA dollars to each individual account for future retirees: \$1,500 per year to a maximum of \$15,000 lifetime
- Retirees and their spouse can then claim from these accounts to cover Canada Revenue Agency (CRA) approved health and dental expenses, which they encounter throughout the benefit year – coordination of benefits shall apply if applicable
- Any HCSA credits not used in the year they are allocated can be carried forward to the following year and used against eligible expenses in that year
- The carried-forward credit amounts will be used first against eligible expenses in the following plan year
- If the carried-forward credit amount is not used in the second year it is forfeited
- Should a retiree become deceased after the enactment of the HCSA, the spouse will remain entitled to the HCSA as per the above for the remaining balance of the HCSA as per the guidelines

Eligible Expenses

- Under the Income Tax Act, any item that qualifies for the Medical Tax Credit is eligible for coverage through a HCSA.

APPENDIX "D"

LETTER 1 PLANT CLOSURE

In the event that the Company should decide to close the plant, the Company shall make every possible effort to give six months notice to the Union. Notwithstanding, except that of a work stoppage/labour dispute, the Company would give the Union a minimum of two months notice. The parties will meet to discuss ways of attempting to avert the closure. If the closure cannot be averted, the parties will attempt to negotiate a close-out agreement.

The Company further acknowledges that an adjustment committee will be established and funded to council employees through the traumatic period and to aid them in their search for alternate employment.

**LETTER 2
PLANT CLOSURE continued**

October 1, 2012

In consideration of the economic agreement reached between the parties and in an endeavour to protect workers, the Company agrees that in the event an employee 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 hourly rate plus COLA as of the date of this memorandum. Severance pay shall be made on the basis of one week's earnings for each year of service with the Company and portion thereof to a maximum of 26 weeks.

This memo will be in effect October 1, 2009.

**LETTER 3
LETTER OF INTENT
RE: HEAT
PLANT # 3 LOCAL 168**

Our 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 in most cases write out a pass giving the employee permission to go home.

Employees staying on the job have been allowed to work so long as it is practical and possible to run a particular operation. Conditions vary from plant to plant, and even within an individual plant, so that it is impossible to talk in general terms, rather each situation must be assessed under specific conditions.

Customer requirements, our ability to work with short staff, and the welfare of the employee, are all considered and we have been able in the past, and should be able in the future, to effect a reasonable solution to satisfy all parties concerned.

**LETTER 4
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE**

The Repatriation is subject to a maximum coverage amount of \$10,000.00. The Rehabilitation benefit is subject to a maximum coverage amount of \$10,000.00. The Occupational Training Benefit is subject to a maximum coverage amount of \$5,000.00. These amounts are subject to change, and the Union will be notified in the event of such change.

**LETTER 5
NON-DISCRIMINATION/HARASSMENT COMMITMENT**

Both the Company and the Union are committed to provide 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 respect for each others' 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. 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.

"HARASSMENT" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Complaints under this section, will be handled with all possible confidentiality. In settling a complaint, every effort will

be made to discipline where appropriate or relocate the harasser, not the person who was harassed. The Company will pay lost time for three (3) Union members to attend Anti-harassment training conducted by the union.

LETTER 6
10 HOUR SHIFT AGREEMENT

The purpose of this Memorandum of agreement is to mutually agree to continue for the term of the Collective Labour Agreement, a 10-hour shift to run for four consecutive days. This would affect employees on the afternoon shift who are on a regular 2-shift rotation.

The Company agrees to pay holiday pay to anyone working on this shift who would normally qualify for holiday pay under the terms of the Collective Labour Agreement, pay at 10 hours.

It is understood by the Union that if overtime is required employees on the 10-hour shift operation may be required to work a fifth 8 hour shift on Friday.

It is also understood that the Company or the Union can bring any problem caused by the operation of this shift to the attention of the other party in an effort to make a resolution.

LETTER 7
CPR TRAINING

During the course of the 1999 negotiations, the Company has agreed to the following for CPR training.

The Company will pay for the CPR course and materials required for the course. The Company will not pay for the time spent by the employees attending the course.

The Company will further maintain the right to refuse the CPR training when this training would impede on production requirements.

LETTER 8
MANDATORY OVERTIME VS APPROVED VACATION LEAVE
October 1, 2012

When it is deemed necessary by the company to mandate overtime, the following guidelines will be followed:

When an employee has a company approved vacation day booked for Friday, Monday, or both days, that employee will be exempt from working the mandated overtime, unless they volunteer. This will be inclusive of days surrounding a statutory holiday. (i.e. vacation day booked the Tuesday following a Monday holiday)

LETTER 9
VIDEO SURVEILLANCE CAMERAS
October 1, 2012

To: All Plant #3 Employees

You will notice that there have been cameras activated in numerous areas within the plant. All cameras have been implemented, by management, to ascertain the root cause of any problems in the 'process' of these operations.

These cameras are strictly to enhance our mixing capabilities. They are not being utilized to discipline employees for human error or error in judgement. We encourage all employees to continue taking an active part in reporting any discrepancies in any part of the process.

These cameras will help our mixing team get to the bottom of any outstanding issues and prevent any future issues from occurring. In order to remain competitive in the automotive rubber industry we must continue to do everything possible to ensure that no one serves the customer better than the Cooper Standard Automotive Canadian Mixing Operations.

Thank you for your continued co-operation.

LETTER 10
SUMMER SHUTDOWN SCHEDULING
October 1, 2012

The following procedure will take place, whenever possible, when scheduling employees to work through summer shutdown:

There will be a voluntary sign up sheet that will be posted for those employees to sign whom wish to work through summer shutdown.

Employees who have signed the list will then be put into their respective groups in which they are working. The employee must have group seniority in order to qualify.

Employees will then be selected by highest seniority within the respective group.

Overtime needed on the weekend following shutdown will go to those employees that would have been normally crewed to the shutdown timeframe and utilized as per 6.05 of the Collective Labour Agreement.

LETTER 11
DRUG COVERAGE AFTER AGE 65

When an employee reaches the age of 65 the company no longer covers the cost associated with any prescription drugs needed. If the employee has a spouse who has not yet reached the age of 65, the company will continue to pay for drug coverage for the spouse until they reach the age of 65. Retirees shall be covered for drugs until the end of the month of their 65th birthday.

LETTER 12
VACATION REQUESTS

All employees wishing vacation time between May 1 and December 31 must submit their requests by March 1, at which time vacations will be allocated by seniority, wherever possible. When all initial approvals and denials are distributed, those employees who receive denied vacation requests, will have 2 additional weeks to resubmit for alternate time off. Approvals will continue to be allocated by seniority. After this two-week period, requests for vacation will be offered on a first come first serve basis.

LETTER 13
OUTSIDE CONTRACTING

It is not the intent of the Company to utilize outside contractors to perform work that can normally be done by Skilled Trades Employees.

If the need to utilize outside contractors should arise, the company will, whenever possible, provide verbal notification to a skilled trade's person.

It must be understood that situations will arise where skilled trade's employees will not be able to do the work required due to nature of work, timing, availability of personnel, etc. The company shall retain the right to determine when contracting-out is necessary.

It is the sincere desire of the company to create harmonious relationships between management and union and not to limit the rights of the company to determine when outside contracting is necessary.

LETTER 14 RADIOS

As agreed during the period of negotiations, the Company will allow the use of radios in the plant. The radios should be located with regards to safety, and the employees should respect the working area of their fellow co-workers by keeping the volume at a reasonable level. Any problems which arise will be discussed with the Union in an attempt to resolve the situation.

LETTER 15 TEMPORARY SUPERVISOR

As agreed to by the parties, the company shall be allowed to choose one union member to act as a temporary supervisor **when required for an extended absence**. When acting in this capacity the temporary supervisor must adhere to Section 2.04 of the Collective Labour Agreement. This person would return to his former classification when this position is no longer necessary. An employee may work in this classification **for the duration of the extended absence or for a maximum of one hundred fifty (150) days (not inclusive of training period), whichever is longer. Variances from this timing can only happen** unless mutually agreed upon by the parties.

When acting in this position the person cannot work overtime on regular production.

This person is also subject to all lay-off procedures under Article IX, Section 9.08 of the Collective Labour Agreement.

It is also understood and agreed that this person shall in no way be involved in any disciplinary action.

The rate of pay for a Temporary Supervisor will not be lower than that of the highest occupational group that they are responsible for, excluding skilled trades. It is understood that an employee working in this capacity shall continue to have Union Dues deducted and remitted as provided for in Article IV.

Any employee that is promoted out of the bargaining unit to a permanent supervisory position shall forfeit their **union** seniority rights on the first day of the transfer.

An employee may reapply for another temporary supervisor opening after a minimum of eighteen months has passed since they left the classification.

**LETTER 16
DUAL TICKETED TRADES**

The company will have the option of hiring those skilled trade candidates that possess a Dual Ticket in both Millwright and Electrician trades. Hiring of such, will only be conducted when our numbers in trades have decreased due to attrition/retiring or in the case where numbers increase. Any current millwrights will not be affected by this process and lay-offs and recalls will remain as per currently in place.

Those millwrights currently employed will be given the opportunity to take the required steps, as per the Ontario Electrical Apprenticeship for Industrial Electricians guidelines, to obtain their certification as an Electrician. All candidates wanting to have an apprenticeship opportunity must already be certified in one of the trades. In order for the above apprenticeship to occur, the company will make every effort to ensure that the plant has a competent person overseeing the Electrician program. In the case that this is not possible, the company will meet with all parties to discuss.

Full Rate for Dual Ticket will be \$35.00.

**LETTER #17
EMERGENCY LEAVES**

Employees will be entitled to emergency leave days per calendar year as per the ESA Act of Ontario 2007 and is valid if this stated legislation remains in place. A maximum of **3 Emergency Leave Days** will be charged for the first STD claim and 3 days for the second occurrence in a calendar year. Furthermore, a maximum of **3 Emergency Leave Days** will be charged for the first WSIB claim and 3 days for the second occurrence in a calendar year.

**LETTER #18
September 16, 2009
RESTRICTED EMPLOYEES vs OVERTIME**

In order to ensure a quick and safe return of injured employees with work restrictions, to full-time duties, the following will occur:

Employees with work restrictions will NOT be eligible to work any overtime through the week or on weekends. This will include 'any' type of restrictions i.e. 4 hours a day, no bending, no lifting etc. If the company has asked all other employees and still has a shortage, then restricted employees may be asked, if they are able to perform the job. It is the intent of the company to ensure that restricted employees receive the necessary rest from their everyday duties for prompt recovery.

LETTER #19

Letter of Understanding - SUMMER STUDENTS

The purpose of this letter is to set out the terms for employing Students in the manufacturing environment. The following system will apply:

Group 50 – Students will be paid the same rate as a full-time new hire. This rate will be subject to progressive hiring rates.

Students will not acquire seniority status. Grievances may not be presented in connection with the discharge or layoff of a student, unless discrimination for union activity is alleged.

Students will be laid off and recalled in any order.

Students will be subject to and pay union dues as per Article IV of the contract.

Students will not be employed if any bargaining unit employee is on layoff.

Students will be laid off prior to any bargaining unit employee **for any layoff of greater than one day.**

Students may be utilized for overtime but only after all other bargaining unit employees have been asked as per Article VI.

Students will not work any additional days, over and above that of existing bargaining unit employees, until the bargaining membership has been fully utilized as per the contract.

The hiring of students will in no way infringe, change, or impede any current language in the contract i.e. Job Postings process, etc

Students are not entitled to any non-statutory paid time off, except identified statutory holidays.

Student is defined as an applicant who is pursuing a post secondary education or is in transition from their secondary school education.

Students will be hired at the company's discretion and upon consultation with the union.

The company will utilize the right to have students employed between April 1st and September 30th of each year. Any deviation from these dates will be discussed and mutually agreed upon between the parties. Should a situation arise where a student is no longer returning to school due to unforeseen circumstances, and if there is an opening, the company may choose to bring this student on full-time. Seniority and hire rates will follow the relative language for new hires stated in the Collective Labour Agreement.

LETTER #20

FEASIBILITY STUDY FOR BUSINESS SCENARIOS

Should the plant receive a substantial increase in volume or customer release demands, that reflect the necessity to work continual overtime for a period of no less than two months, the company will perform a feasibility study to determine what other methods can be used to support the required overtime (continuous operations, week-end shift). This feasibility study will be completed within 10 business days and the results of the study will be reviewed with the union committee. The implementation of an agreed upon solution will be put in place within an additional 10 business days. In no case, shall the company have less than 20 business days to complete the study and implement solution.

LETTER #21

LEAD HAND

As agreed by the parties, the company shall be allowed to choose one union member per shift to act as a Lead Hand.

This position will not be selected by top seniority but rather, will be selected by the company as to the best fit for the position.

This position will assume supervisor functions and manage production floor when supervisor is in meetings, on vacation, is absent from work due to illness etc. While working in the supervisor capacity, it is understood and agreed that this person shall in no way be involved in any disciplinary action.

Memorandum of
COLLECTIVE LABOUR AGREEMENT
entered into
BETWEEN:

Cooper Standard Automotive
A company incorporated under the laws
of the Province of Ontario, with
Head Office at the City of Stratford
(HEREINAFTER REFEREED TO AS THE "COMPANY")

AND

USW (United Steelworkers), Local 168

The parties have met and agreed to the following:

6.03 (A)

Overtime

~~The Company agrees to keep overtime at a minimum but when overtime is necessary it will be offered equitably amongst the employees. However, if not enough employees agree to work, the Company may mandate employees with the least amount of overtime and by lowest seniority who normally do the work.~~

The company agrees to keep overtime at a minimum; however, when overtime is necessary, it will be offered by highest seniority. If not enough employees agree to work the overtime, the Company may mandate employees by lowest seniority, by shift, capable of doing the job.

6.04 (C) (Weekend Overtime)

When mandating employees to work the overtime the Company shall mandate from the least junior employee working in the group, ~~with the least amount of overtime who are able because of shift schedules~~ on shift, and capable of doing the job, ~~and~~ provided they have not worked more than 48 hours during the week.

6.05 Daily Overtime

When deemed necessary by the Company, **to work daily overtime Monday through Friday**, the employees shall be asked to work additional hours.

The overtime procedure shall be:

- 1) Overtime will be offered to employees doing the work ~~on the shift (with the least amount of overtime)~~, on the shift that is required to work.
 - 2) Overtime will be offered to employees on other shifts usually doing the work., ~~with the least amount of overtime.~~
 - 3) Overtime will be offered to employees not normally doing the work (employees holding group seniority, ~~with the least amount of overtime~~), on the shift that is required.
 - 4) Overtime will be offered to employees on the other shifts, not normally doing the work (employees holding group seniority, ~~with the least amount of overtime~~).
 - 5) Overtime will be offered to any employee who can do the work, beginning with those on the shift required, ~~with the least amount of overtime.~~
-

ARTICLE VIII - SPECIAL WAGE POLICIES

DELETE – (already under wage section)

8.03 For all work performed on scheduled second and third shifts between the hours of 3:00 p.m. and 7:00 am the Company will pay a night shift premium of 40 cents per hour. Shift premium (.40 cents/hour) for afternoon shift (second shift) to be suspended until September 30, 2012.

9.08 (D) – Add

A successful applicant on a **permanent** job posting may not apply on a subsequent posting for a period of four months from the date of their final selection unless displaced during the four-month period. **An employee working in a temporary posting may post to a permanent posting at any time. An employee working in a temporary posting may not apply to another temporary posting for a period of four months from the date of their final selection unless displaced during the four-month period.**

9.09 - Add

Seniority shall be the first consideration in cases of promotions, demotions, upgrading or transfers for employees, providing such an employee has the necessary qualifications and ability to satisfactorily perform the job. **Exclusions to this will be Lead Hand, Millwright Apprentice, and Temporary Supervisor openings.**

9.10 – Change

(A) When, because of a leave of absence, vacation period, or period on workers compensation of **longer than 10** normal working days ~~or longer~~, it is necessary to temporarily fill an opening in an occupational group, a notice similar to a permanent job opening notice shall be posted for ~~(5) five~~ (3) three working days.

(J) It is understood that those employees selected for temporary job postings **in groups 6, 11, 22, 23, and 31 will be considered to be permanent back-ups and may be used in an ongoing basis to cover vacations, absences, etc.** ~~future temporary openings where there is an immense amount of training involved, i.e. Shipping and Receiving, ThermoChrome and others as mutually agreed upon by the parties.~~ Should the temporary **back-up** employee wish to no longer be utilized **in the position as the temp**, they can voluntarily sign off the temporary posting for that group **and another back-up position will be posted.** Should numerous occasions occur where the temporary employee does not adhere to being available for the temporary opening when needed, discussions will take place between the parties to

ascertain future utilization of said employee.

APPENDIX "B"
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2020

GROUPS - Add

NON-INCENTIVE DIRECT LABOUR	START
Lead Hand	\$27.70

LETTER 12 (Refusal of Overtime Hours) – DELETE

LETTER 16
TEMPORARY SUPERVISOR

As agreed to by the parties, the company shall be allowed to choose one union member to act as a temporary supervisor **when required for an extended absence**. When acting in this capacity the temporary supervisor must adhere to Section 2.04 of the Collective Labour Agreement. This person would return to his former classification when this position is no longer necessary. An employee may work in this classification **for the duration of the extended absence or** for a maximum of one hundred fifty (150) days (not inclusive of training period), **whichever is longer. Variances from this timing can only happen** unless mutually agreed upon by the parties.

~~All overtime gained while acting in this capacity shall accumulate in with regular overtime. When acting in this position the person cannot work overtime on regular production. unless all other employees have been asked and utilized.~~

This person is also subject to all lay-off procedures under Article IX, Section 9.08 of the Collective Labour Agreement.

It is also understood and agreed that this person shall in no way be involved in any disciplinary action.

The rate of pay for a Temporary Supervisor will not be lower than that of the highest occupational group that they are responsible for, excluding skilled trades. It is understood that an employee working in this capacity shall continue to have Union Dues deducted and remitted as provided for in Article IV.

Any employee that is promoted out of the bargaining unit to a permanent supervisory position shall forfeit their **union** seniority rights on the first day of the transfer.

An employee may reapply for another temporary supervisor opening after a minimum of eighteen months has passed since they left the classification.

**LETTER #18
EMERGENCY LEAVES**

Employees will be entitled to emergency leave days per calendar year as per the ESA Act of Ontario 2007 and is valid if this stated legislation remains in place. A maximum of ~~4 EL days~~ **3 Emergency Leave Days** will be charged for the first STD claim and 3 days for the second occurrence in a calendar year. Furthermore, a maximum of ~~4 EL days~~ **3 Emergency Leave Days** will be charged for the first WSIB claim and 3 days for the second occurrence in a calendar year.

LETTER #20

Letter of Understanding - SUMMER STUDENTS

The purpose of this letter.....

Students will be laid off prior to any bargaining unit employee **for any layoff of greater than one day.** Students may be utilized for overtime but only after all other bargaining unit employees have been asked as per Article VI.

Students will not work any additional days, over and above that of existing bargaining unit employees, until the bargaining membership has been fully utilized as per the contract. ~~Article IX, 9.07 (C), (F), will not be applicable when students are onboard when lay-off situations occur.~~

The hiring of students will.....

**LETTER 22 - NEW
LEAD HAND**

As agreed by the parties, the company shall be allowed to choose one union member per shift to act as a Lead Hand.

This position will not be selected by top seniority but rather, will be selected by the company as to the best fit for the position.

This position will assume supervisor functions and manage production floor when supervisor is in meetings, on vacation, is absent from work due to illness etc. While working in the supervisor capacity, it is understood and agreed that this person shall in no way be involved in any disciplinary action.

Side Letter

ARTICLE VI – HOURS OF WORK/PAY AND OVERTIME

Effective January 1, 2022, a straight midnight shift will be in place. The day and afternoon shift will continue to rotate every two weeks.

The company and union will work out the parameters as to the best way to implement this straight midnight shift.

This shift structure will be on a trial basis and if unsuccessful the company and union will discuss next steps.

COMPANY PAID HOLIDAYS

YEAR 2021

Thanksgiving Day
Holiday Break

ACTUAL DATES

Monday, October 11, 2021
Thursday, December 23, 2021
Friday, December 24, 2021
Monday, December 27, 2021
Tuesday, December 28, 2021
Wednesday, December 29, 2021
Thursday, December 30, 2021
Friday, December 31, 2021

YEAR 2022

Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Holiday Break

ACTUAL DATES

Friday, April 15, 2022
Monday, May 23, 2022
Friday, July 1, 2022
Monday, August 1, 2022
Monday, September 5, 2022
Monday, October 10, 2022
Friday, December 23, 2022
Monday, December 26, 2022
Tuesday, December 27, 2022
Wednesday, December 28, 2022
Thursday, December 29, 2022
Friday, December 30, 2022
Monday, January 2, 2023

YEAR 2023

Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Holiday Break

ACTUAL DATES

Friday, April 7, 2023
Monday, May 22, 2023
Friday, June 30, 2023
Monday, August 7, 2023
Monday, September 4, 2023
Monday, October 9, 2023
Friday, December 22, 2023
Monday, December 25, 2023
Tuesday, December 26, 2023
Wednesday, December 27, 2023
Thursday, December 28, 2023
Friday, December 29, 2023
Monday, January 1, 2024

YEAR 2024

Good Friday
Victoria Day
Canada Day (July 1st)

ACTUAL DATES

Friday, March 29, 2024
Monday, May 20, 2024
Monday, July 1, 2024

Civic Holiday
Labour Day
Thanksgiving Day

Monday, August 5, 2024
Monday, September 2, 2024
Monday, October 14, 2024

MONEY PURCHASE PLAN: Year 2:

Company Match \$50, \$75, \$100 or \$150, and same for non-matched amounts.

ARTICLE XI - MISCELLANEOUS: Safety Boots

Year 1: \$200

To be used for Safety Boots and/or insoles

8.11 COST OF LIVING ALLOWANCE:

Year 1: capped at \$0.15 escalation
Year 2: capped at \$0.15 escalation (thus year 2 max is \$0.30 total)
Year 3: capped at \$0.15 escalation (thus year 3 max is \$0.45 total)
Year 4: capped at \$0.15 escalation (thus year 4 max is \$0.60 total)

Current float of \$0.35 rolled into wages as of October 1, 2021

ODA

Effective January 1, 2022 – 2021 Dental Fee Guide
Effective January 1, 2023 – 2022 Dental Fee Guide
Effective January 1, 2024 – 2023 Dental Fee Guide
Effective January 1, 2025 – 2024 Dental Fee Guide

Dental Maximum - Year 2: \$2,400 basic and major services combined per calendar year
\$2,400 lifetime orthodontics

Wages: Year 1: \$0.50 General wage increase
Year 2: \$0.55 General wage increase
Year 3: \$0.60 General wage increase
Year 4: \$0.70 General wage increase

Skilled Trades Inequity: Year 1: \$2.00
Shift Premium: Midnights \$0.25 increase – Year 1
Midnights \$0.15 increase – Year 4

Benefits:

STD - 60% to a maximum of \$600 - Year 1

STD - 60% to a maximum of \$675 - Year 3

Vision – increase to maximum of \$375 - Year 2

Massage Therapy and Chiropractor: calendar year maximum cap: \$850 – Year 2

Add Psychotherapy: maintain \$2,500 per calendar year combined all paramedical practitioners - Year 1

ARTICLE IX - DURATION OF AGREEMENT


9.01 - Four (4) year agreement effective October 1, 2021 – September 30, 2025. Amendments to this plan may be made in writing by mutual consent of both parties.

Signed this 22nd day of September 2021.

For the Company



Colin Stewart



Karen Lauze

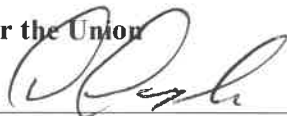


Carey Brett



Mike Farrish

For the Union



David Doyle



Steve Bingham



Mark Stone



Marty Strum



Gary Glanville