



AGREEMENT

ENTERED INTO BETWEEN

ZF AUTOMOTIVE CANADA LIMITED

AND

LOCAL UNION 636

of the

Unifor Union

February 8, 2020 – February 10, 2023

INDEX

Title	Article	Page
A Program of Paid Education Leave.....	38	58
Able and Willing.....	12	23
Appendices and Plans.....	40	59
Apprenticeship Plan - Appendix "D"		78
Bereavement Pay.....	30	44
Birthday/Service Anniversary Option.....	25	41
Bulletin Boards.....	20	29
Call Back Pay/Call In Pay.....	17	27
Cost of Living.....	32	46
Duration of Agreement.....	42	59
General Purpose of the Agreement.....	1	4
Grievance, Arbitration		
Suspension and Dismissal		
Procedures and Derogatory		
Notations.....	7	11
Health and Safety.....	36	56
Holidays.....	25	39
Hours of Work.....	21	29
Incentive Plan.....	35	56
Injury Allowance.....	26	42
Insurance, Health and Medical Benefits.....	29	43
Inventory and Vacation Shutdown Pay.....	37	58
Job Posting.....	14	24
Jury Duty.....	31	45
Layoffs and Recall.....	11	21
Leave of Absence.....	19	28
Letters of Intent.....		64
Loss of Seniority.....	13	23
Moving Allowance.....	33	48
No Strike or Lock Out.....	18	27
Non-Discrimination.....	1	4
Overtime.....	22	32

Title	Article	Page
Production Disputes.....	8	16
Recognition.....	2	5
Reporting Allowance.....	16	27
Representation.....	6	7
Reservation of Management Rights.....	4	6
Rest Periods.....	27	43
Safety Shoes.....	36	57
Seniority.....	9	17
Shift Exchange Agreement.....	23	35
Shift Premium.....	23	36
Skilled Trades.....	34	48
Supervisor Working.....	15	26
Transfers.....	10	19
Tuition Reimbursement.....	41	59
Union Activities.....	5	7
Union Security.....	3	6
Vacation Allowance Credit.....	24	38
Vacation Pay.....	24	36
Wage Schedule Appendix "A".....		61
Wash Up Period.....	28	43

LETTERS OF INTENT

#	Letter of Intent	Original Date
1)	Scheduling of Shifts	October 30, 2001
2)	New Jobs	October 17, 1995
3)	Banking of Overtime	November 15, 2001
4)	Coveralls	October 20, 1998
5)	Employee Assistance Program	Negotiations 1984
6)	Summer Vacation	October 23, 2001
7)	New Technology Training	January 28, 1987
8)	Day of Mourning	August 26, 1992
9)	New Technology Training	October 4, 1995
10)	Air Quality	October 11, 1995
11)	Legal Services Plan	November 6, 1998
12)	Right to Refuse	October 17, 1995
13)	Clothing – Skilled Trades	October 26, 1995
14)	Overtime Asking	October 28, 1998
15)	Compressor Start Up	September 10, 1992
16)	Tool Allowance	Negotiations 2005
17)	Skilled Trades – Shift Assignment	October 25, 2001
18)	Contracting of Skilled Trades	October 25, 2001
19)	Trades and Troubleshooting	October 25, 2001
20)	Skilled Trades Training	October 25, 2001
21)	Tool Replacement	October 25, 2001
22)	Retiree Lump Sum Payments	Negotiations 2005
23)	JHSC New Line Inspection	December 16, 2004
24)	Ergonomics Committee	January 7, 2005
25)	Job Security	February 6, 2008
26)	Retiring Allowance	February 6, 2008
27)	Short Work Week	February 4, 2011
28)	Health & Safety Training	February 8, 2014
29)	Fluid Management	February 8, 2014
30)	Overtime	February 8, 2014
31)	Supplemental Workforce	February 8, 2014
32)	60 Hours – Skilled Trades	February 8, 2014
33)	60 Hours – Production	February 8, 2014

34)	Short Shift Notice	February 8, 2014
35)	Mental Health First Aid	February 7, 2020
36)	Social Justice Fund	February 7, 2020
37)	WSIB or S&A Claim	February 7, 2020
38)	Domestic Leave and Discipline Protection	February 7, 2020
39)	Notice of Commercial Contract Renewal	February 7, 2020

THIS AGREEMENT, made and entered into as of the 8th day of February 2020 by and between:

ZF Automotive CANADA LIMITED

Hereinafter designated as the "Company"

AND

Unifor and its Local 636, Woodstock, Ontario.

Hereinafter designated as the "Union"

**ARTICLE I
GENERAL PURPOSE OF THE AGREEMENT**

1.01 The purpose of this Agreement is to promote harmonious relationship between the Company and its employees, in the hope of advancing the wellbeing of both by means of steady employment and future security.

NON-DISCRIMINATION

1.02 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised by either of

them or by any of their respective representatives, with respect to any employee because of their race, colour, place of origin, sex, sexual orientation, age (as defined in the Human Rights Code of Ontario), religion, marital status, family status, handicap (as defined in the Human Rights Code of Ontario) or for lawful union activity, and that membership in the Union by the employees who are eligible to join will not be discouraged by the Company.

The Company supports a work environment in which employees treat each other with respect, dignity and professionalism and follows their posted company policy, procedures and the OSHA guidelines.

Employees who feel that they have been subject to harassment or discrimination are to file a complaint with the Human Resources Department and the Union Chairperson/Union representative. When warranted, a prompt investigation will be conducted, typically within fifteen (15) days. In certain situations, the employee may be suspended without pay pending the results of the investigation. Resolutions resulting from the investigation will be communicated to appropriate parties upon completion of said investigation.

Complaints of alleged harassment will be handled with all possible confidentiality.

1.03 Wherever in this Agreement the masculine gender is used, it will also include the feminine.

ARTICLE 2 RECOGNITION

2.01 The Company agrees to recognize the Union as the sole and exclusive Bargaining Agent of its employees at Woodstock in respect to hours, wages, seniority, grievance procedure and all other working conditions.

2.02 The provisions of this Agreement shall not apply to Forepersons, Assistant Forepersons, all salaried employees, office and clerical staff, Metallurgists and Laboratory Workers and plant guards.

ARTICLE 3
UNION SECURITY

3.01 In order to promote harmonious relations with the Company and the Union, it shall be a continuous condition of employment that all present employees covered by this Agreement must become members of the Union upon the signing of this Agreement and shall remain members in good standing thereafter. New employees must join the Union from the date of hiring and must remain in good standing thereafter.

3.02 (a) The Company will deduct from the pay of each member of the Union, covered by this Agreement, all Union Initiation Fees, Dues and Assessments.

(b) All Union Dues deductions shall be made from each pay; the initiation fee will be taken off on the second pay of the applicable month. All sums deducted, together with a record of those from whom deductions have been made and the amount shall be forwarded to the Secretary Treasurer of the Local Union on a monthly basis.

3.03 The Union shall furnish to the Company in writing notification of all changes, increases or decreases in Union dues, initiation fees and assessments.

3.04 Human Resources will provide the Local/National Union a list of employee names, addresses and phone numbers when requested.

ARTICLE 4
RESERVATION OF MANAGEMENT RIGHTS

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

(a) Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and efficiency;

(b) Hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for proper cause, provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without proper cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive are the rights to decide the number and locations of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production, the processes of manufacturing or assembling, together with all designing, engineering and the control of raw materials, semi manufactured and finished parts which may be incorporated into the products manufactured, and generally controlling and directing the business of the Company.

4.02 The Company agrees that these functions will be exercised in a manner consistent with the general purpose of this Agreement.

ARTICLE 5 UNION ACTIVITIES

5.01 The Union, the local and members of the Union, or the local, shall not on Company time, conduct Union activities except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company. The Union, its members and/or its agents shall not in any way intimidate or coerce, or attempt to intimidate or coerce any employee of the Company

ARTICLE 6 REPRESENTATION

6.01 (a) The Union may appoint, and the Company shall recognize a committee comprised of not more than six (6) hourly rated employees of the Company, who have at least one (1) years seniority with the Company.

The Committee shall be comprised of:

- (1) One Plant Chairperson
- (2) One Skilled Trades Committee person
- (3) Four Production Committee persons

(b) (1) The Plant Chairperson will be retained on the day shift only, all other Committee persons shall rotate with their stewards to provide representation for the shifts required.

(2) An employee elected as President of Local 636 Unifor will be retained on the day shift for his or her term of office.

(c) The Company will recognize one of the Committee persons as the Vice Chairperson.

(d) The Company will recognize one (1) appointed female representative who will serve as the Women's Advocate.

- (1) The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelter to assist them in dealing with these and other issues.
- (2) For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.
- (3) The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office (Union or HR office) so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

- (4) The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the Advocate in her role.
- (5) The Women's Advocate will participate in an initial forty (40) hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.
- (6) The Company agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.
- (7) The Women's Advocate will follow Article 6 - Representation

6.02 The Company will recognize a steward on each shift which is not covered by a regular Committee person. The steward shall handle the grievances in the same manner as the Committee person including representation at Grievance Meetings only, for grievances serviced by such Steward. The Union will advise the Company of such stewards before they act.

6.03 The Union will furnish the Company with a list of its Committee members and will notify the Company promptly of any changes made in such list.

6.04 A Committee person/Steward may leave their work to attend a complaint that is brought to them by an employee, but before doing so shall notify their immediate supervisor of the reason for their proposed absence and its probable duration and obtain their consent and shall report back to their supervisor when returns. The Supervisor will have the right to obtain a replacement for the employee(s) involved. Any complaint which cannot be settled within a reasonable time will be subject to the regular grievance procedure. The Supervisor will not unreasonably withhold their consent.

6.05 When a Union Representative requires the need for overtime to do union business, they will get approval of such need from their Supervisor.

6.06 Time spent by a Committee person/Steward in connection with the administration of this Agreement will be paid for, at the employees' regular

base rate exclusive of overtime. During negotiations there will be paid for all regular shift hours lost, during a regular scheduled shift.

6.07 (a) A monthly meeting may be held each month between the Union Committee and Management but not more than once a month.

(b) It will be held during the day at a mutually agreed upon time. The agenda to be submitted twenty-four (24) hours before such meeting.

(c) The Plant Committee may meet up to one (1) hour at least forty-eight (48) hours prior to such meeting to prepare an agenda.

6.08 The Company agrees to give the Union a written decision within five (5) days on all matters discussed at such meetings and a copy of any decision will be given to the department head concerned.

6.09 In the event the Company and the Union become involved in rare and serious unusual problems the parties may mutually agree to have the Local President (636) and National Representative attend a meeting to discuss such problems.

6.10 A Committee person who is working when the regular unit meeting is held will be allowed up to two (2) hours off with pay to attend such meeting. The Plant Chairperson will notify the Company in advance of such meeting and the names of such Committee persons who will be attending the regular unit meeting.

6.11 Notwithstanding the above, when the active population is lower than 150 employees the production committee persons will be reduced by two (2)

In such instances, the Plant Chairperson will be retained on the day shift and the Vice Chairperson will rotate across all shifts. Should the Plant Chairperson be absent from the plant, the Vice Chairperson will be scheduled on the day shift providing ample notice is afforded to the Company.

ARTICLE 7
GRIEVANCE, ARBITRATION, SUSPENSION AND DISMISSAL
PROCEDURES AND DEROGATORY NOTATIONS

Grievance Procedure

7.01 Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under the Agreement, or should there be any complaint or grievance by any employee or the Union or the Company, the settlement of such grievance shall be handled in the following manner:

7.02 **FIRST** Any employee having a grievance shall first submit same verbally within five (5) working days from which it occurred. The Supervisor will secure union representation by the following break from when the request was made. The Supervisor shall deal with the grievance and answer verbally not later than the second regular working day next following the date on which employee received the grievance.

7.03 **SECOND** If the grievance is not settled satisfactorily in the first step, the grievance must be presented, in writing, within three (3) working days of the Supervisor's answer to the Area Manager for their disposition. The Area Manager shall discuss the matter with the person concerned in the presence of the Committee person/Steward and shall give their decision within three (3) working days of receiving such grievance. Quadruplicate grievance forms shall be supplied by the Company.

7.04 **THIRD** (a) If the grievance is not settled satisfactorily in the second step, the Plant Chairperson must notify the Company in writing within three (3) working days of the Company's answer that it wishes a meeting and these shall be taken up at a meeting to be held within ten (10) days as herein provided between the Bargaining Committee and the representative designated by the Executives of the Company. The Company will give the Union its disposition in writing within three (3) working days on any matter discussed at this meeting. A copy of the disposition of all grievances is to be sent to the Supervisor concerned. An accredited representative of the National Union may be present at the request of either the Company or the

Union. Timing may be adjusted if mutual agreement between the Company and the Union.

(b) If the Company has a grievance or the Union has a policy or group benefits coverage grievance, which could not be submitted by an employee or group of employees, it shall be taken up at the Third Step of the Grievance Procedure.

Arbitration Procedure

7.05 A dispute (excluding a dispute determination of which is provided for by Article VIII hereof) concerning the interpretation, application or administration of this Agreement or a violation thereof (after exhaustion of the grievance procedure provided herein) may be referred to an umpire to be selected by the parties to the grievance upon written notice of appeal to that effect signed by the employee being delivered to the Manager, Human Resources within fifteen (15) regular working days after the Manager, Human Resources' decision thereon. If such parties fail to select an umpire within five (5) regular working days of the receipt by the Manager, Human Resources of the notice of appeal, then either party may appeal within five (5) additional working days to the Ontario Labour Management Arbitration Commission, who shall designate the umpire. Except as herein otherwise provided, the decision of the umpire upon such appeal shall be final and binding upon the Company and the Union and every employee within the Bargaining Unit affected by the Agreement.

7.06 The expression "working day" when used in this Agreement shall mean and include Monday to Friday inclusive.

7.07 The arbitrator shall not alter, modify or amend any part of the Agreement nor make a decision inconsistent therewith.

7.08 (a) The Company shall not be obliged to pay back wages, or other compensation prior to the date of filing of the grievance in writing claiming same, unless circumstances were such that it was not possible for the employee to know they had a grievance but in no event shall back wages or other compensation be paid for more than thirty (30) calendar days prior to the date of filing a grievance in writing claiming same.

(b) The Company shall not recover any overpayment of wages, or other compensation, from an employee for more than thirty (30) calendar days prior to discovery of a payroll error unless the cause of the error was outside the control of the Company.

7.09 At any meeting between the Bargaining Committee and the Management or at any arbitration proceedings, a National Representative of the Union may be present to take part in such discussion or negotiations as may come before such meeting or proceedings. Management may appoint outside representatives.

7.10 A grievance having been presented to the Company in writing, there shall be no interrogation of any employee or group of employees concerned in the grievance by any representative of the Company without the presence of the Committee person/Steward of the Department concerned.

7.11 The Union agrees that there will be no strikes or slowdowns either by individual or collective action which will stop or interfere with production and the Company agrees that it will not cause or direct any lockout of employees during the term of this Agreement or any extension thereof.

7.12 At any stage of the grievance procedure the conferring parties may have the assistance of any employee and necessary witness.

7.13 If, during any negotiations in connection with a grievance, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiating parties access to the plant and an opportunity to confer with the necessary witnesses and/or to view disputed operations.

7.14 The expenses of the Umpire, if any, shall be borne in equal shares by the Company and the Union, and the shares shall be paid direct to the umpire by each. Any other expenses will be borne by the party incurring such expenses.

7.15 (a) The time limits as outlined in the above grievance procedure may be extended by mutual agreement.

(b) Grievances shall be considered settled, without precedent, by the party that did not default the time limit or mutually agreed time limit.

Suspension and Dismissal Procedure

7.16 (a) Wherever an employee who has attained seniority in any department is dismissed or suspended, they will be given an opportunity of interviewing by a committee person/steward before they is required to leave the plant, provided that, if because of the nature of the offences it is necessary to require the immediate expulsion of an employee from the plant, then there committee person/steward will be immediately notified and they will be given an opportunity to interview the dismissed employee at some convenient location.

(b) Management must notify the committee person/steward immediately. The committee person/steward can talk to the employee and lodge a grievance if so desired.

(c) All suspension and dismissals must have Union Representation present.

7.17 (a) Whenever a seniority employee is to be dismissed or suspended, the following procedure will be followed instead of the regular grievance procedure in Clause 7.02 7.04 inclusive.

(b) An employee will not be dismissed or suspended except for the balance of their shift by any Supervisor.

(c) Before any further action can be taken, there will be a meeting between the Plant Chairperson and the Committee person/steward concerned with the Manager, Human Resources (or their designate) and the Area Manager (or their designate).

(d) The meeting will take place the day of the occurrence, or in the case of a night shift, the next working day, at which the Area Manager may be present.

(e) In the event an employee has been suspended or has been discharged, the Union may request from the Company, permission to have

the affected employee present at a meeting concerning such discipline.

(f) The Company will not unreasonably withhold such permission.

(g) In the event the issue is not resolved the employee may lodge a grievance within three (3) working days from the date the meeting took place and management will review the grievance which resulted from dismissal or suspension and render its decision within two (2) working days.

(h) If the decision of management is not acceptable to the Union such decision may be referred to the Arbitration Procedure referred to in Clause 7.05.

7.18 If, as a result of the grievance procedure, the Company agrees to reinstate the employee or is ordered to do so, they shall be reinstated in their former job without loss of seniority and shall be reimbursed for all time lost, or if reinstatement to their former job appears to both parties or to the arbitrator, to be not in the best interest of harmonious production, they may be reinstated and transferred to another department without loss of seniority. In the case of arbitration, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

Derogatory Notations

7.19 (a) When a derogatory notation is placed against the record of an employee a written notice of such notation must be given to the employee and the duplicate is to be initialed by them and they may treat the same as a grievance and proceed accordingly. Unless notice of such notation is given within a reasonable time, not in any event to exceed three (3) working days after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee. Derogatory notations after six (6) months against the record of any employee shall be voided in the presence of a Union Official.

(b) Derogatory Notations will not be issued for the purpose of time lost through certified illness or leave of absence with permission.

(c) In the case of derogatory notations given as a result of absenteeism,

such shall remain on an employee(s) record for twelve (12) months. Absenteeism is a separate discipline path.

(d) All derogatory notations must have Union Representation present.

ARTICLE 8 PRODUCTION DISPUTES

8.01 All Production Standards and/or incentive standards will be set on the basis of fairness and equity and will be consistent with the quality of work, efficiency of operator and reasonable working capacity of normal operators. Allowance will be made for personal time and other elements such as tool allowances where these are factors. When management decides to study a job, the worker on the job, and the elected union official on shift, shall be notified in advance.

8.02 After a time study standard has been established the employee or employees involved and/or the Committee person/Steward will be advised of the standard set. If there is a dispute with respect to the time studies or production standards required, the Union may file a grievance on the standard grievance form. No grievance will be considered unless such grievance has been filed within twenty-one (21) days of the posting of the production routing.

8.03 If a grievance has been filed protesting a production standard and the parties of the dispute cannot come to an agreement, the Union will have the right to bring in their time study engineer to check the Company time study and/or to time study the job if they wish. The Union agrees that they will have their time study engineer brought in as quickly as possible. If the parties can still not come to an agreement on the production standards involved the matter will be referred to a firm of Industrial Engineers engaged in active practice. The firm of Industrial Engineers selected will be made by mutual agreement of the parties from a panel of three (3) Industrial Engineering Firms which has been established by the parties. The cost of the Industrial Engineering Firm shall be shared equally by the Company and the Union. The decision of the Industrial Engineering Firm shall be final and binding upon the Company and the Union and failure of the employee or employees involved to maintain the timing rates and/or production

standards established by such decision, shall constitute sufficient cause for discipline and/or discharge of any such employee.

8.04 An established standard after the effective date of this Agreement shall not be changed unless there has been a change in design, methods, processes, tools, equipment, improved alignment of equipment, improved operation of equipment, arithmetical error in study; or any other change or combination of changes affecting the productive capacity of an operation or combination of operations. In the event of restudy, only the time study elements actually changed would be retimed and made a part of the new standard. All time study data work sheets will show allowances in minutes as well as percentages.

ARTICLE 9 SENIORITY

9.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security, based on length of continuous service with the Company, consistent with consideration of merit, ability and aptitude.

9.02 (a) As far as accumulation of seniority is concerned, prior to the date of this Agreement, seniority shall be as presently recorded by the Company.

(b) As far as accumulation of seniority is concerned, while on probation employee hours will not be acquired while on medical leave, leave of absence, or modified duties prior to the date of this agreement. Seniority shall be presently recorded by the Company.

9.03 (a) Upon completion of ninety (90) days worked or 720 hours worked, whichever occurs first within a period of twelve (12) consecutive months, an employee shall be entitled to have their name placed on the seniority lists.

(b) Employees hired as summer students shall not attain seniority status and shall not be entitled to have their names placed on the seniority lists. Summer student employees will be hired for a maximum period of 89 days

worked between April 1st and the Friday prior to Labour Day.

9.04 (a) An employee shall be considered a TPT, Summer Student or Probationary employee until they become entitled to have their name placed upon a seniority list as above provided; and as such, shall not have any seniority rights. Notwithstanding anything contained elsewhere in this agreement, no grievance shall be lodged or prosecuted against the discharge or discipline by the Company of a TPT, Summer Student or Probationary employee unless the employee alleges that they have been discriminated against in such discharge or discipline by reason of Union activity, and the Umpire shall not reverse their discharge nor alter the disciplinary penalty on any other ground.

(b) A TPT, Summer Student or Probationary employee who feels they have been unjustly dealt with may have their case reviewed by the Area Manager, the Manager, Human Resources, Plant Chairperson and the Committee person /Steward concerned, the decision reached will be final and binding.

9.05 (a) Employees names shall appear on the plant seniority list in order of their respective dates of hiring. Skilled Trades employees' names shall appear under a Skilled Trades section of the plant wide seniority list in order of their respective dates of hiring in their skilled classification.

(b) When two (2) or more employees are hired the same day, the first hired shall be placed on the seniority list first.

9.06 Copies of the lists, as revised from time to time will be furnished to the Bargaining Committee and to the Sub Regional Office of the Union, 140 Pine Valley Blvd., London, Ontario, N6K 3X3

9.07 The company shall post a revised seniority list as required every (4) months.

9.08 The following departmental seniority lists will be established as subdivisions of the plant wide seniority lists:

1. Production Department.

2. Maintenance Department

9.09 It is understood and agreed that both parties will cooperate with each other to ensure proper functioning of the foregoing seniority provisions.

9.10 If an employee is transferred from one classification to another classification, they shall incur no loss of plant seniority.

9.11 The Plant Chairperson, Committee person and the following officers of Local 636 executive committee, not otherwise recognized for the purpose of this Agreement, namely the President, Vice-president, Financial Secretary, and Recording Secretary will be retained in the employ of the Company during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified to perform.

ARTICLE 10 TRANSFERS

10.01 Any employee transferred to another classification as a result of applying for a job, which has been posted, or who has been promoted to a higher paid job shall attain seniority in the new classification in accordance with Article 14.01 (d). However, should the job to which the employee has transferred, be temporarily or permanently discontinued, at any time, they will be returned to the classification from which they transferred and exercise their seniority in this classification immediately over the junior employee in the classification.

10.02 Any employee transferred from one department to another department due to a physical disability, shall carry their seniority with them and exercise same immediately on transfer to the new department. Transfers under this clause shall be subject to certification of the physical disability by the Company Physician.

10.03 (a) When transfers are required to facilitate production, such transfers will be made as follows: Transfers to work on other lines within a classification shall first be offered to the most senior employee(s) on the line affected. Should the senior employee(s) refuse such transfer, written

transfer requests will be accommodated, then the most junior employee(s) will be transferred unless restricted by proven medical reasons. This paragraph is not intended to offset Management's rights to schedule employees or demote employees in line with seniority due to layoff.

(b) In the event a transfer is required, and a line is not affected, the senior employee(s) in the classification affected shall be offered such transfer. In the event of any new line or product move to another line, the company will generate a posting.

10.04 (a) Employees leaving the Bargaining Unit shall retain and accumulate seniority for a period of ninety (90) calendar days. After that period, they will not be returned to the Bargaining Unit. If an employee is returned to the Bargaining Unit and is then offered another position outside of the Bargaining Unit, the above language will not apply, and the employee will not be returned to the bargaining Unit.

(b) The Employer will notify the Plant Chairperson when someone transfers outside of the bargaining unit as soon as possible, prior to their starting date.

10.05 (a) Any employee temporarily transferred due to a shortage of work will receive their own rate of pay for the balance of the shift. An employee temporarily transferred for other than a shortage of work, such as for the Company's convenience and their job is operated by another employee, will receive their own rate of pay or the rate of the job, whichever is the higher of the two.

(b) A temporary transfer shall be considered as one which is for a period of not more than fifteen (15) working days, except when replacing employees on S&A, WSIB, leave of absence or vacation. Employees will not accumulate seniority when on a temporary job as defined. Such transfers will be done in order of seniority starting with the most junior employee on the job or given classification. Any employee so transferred shall be given the opportunity to return to their former classification and department. This period may be extended by mutual agreement of the parties.

(c) An employee will be returned to their former classification in line with their seniority within ten (10) working days. This period may be extended by mutual agreement of the parties.

(d) The Company and the Union agree that the interpretation of "Shortage of Work" shall mean when there is a lack of material, equipment to process the work or customer requirements for the product, such shall be considered a shortage of work.

10.06 An employee who submits a written transfer request will be provided one if they have twelve (12) months or more seniority and is capable of performing the work provided they have the seniority and there is an existing opening.

10.07 Written transfer requests are the responsibility of the employee and will be granted without employee being asked and are final when appearing on shift schedule. Other written transfer requests are null and void and must be resubmitted, if desired.

10.08 Requests must be received twenty-four (24) hours prior to posting of shift schedule for the week.

ARTICLE 11 LAYOFFS AND RECALL

11.01 When it becomes necessary to reduce the working force, summer student employees will be laid off first followed by TPTs and probationary employees. The Company agrees, where possible, to give employees five (5) days notice of layoff. The employees are expected to work out such notice.

11.02 (a) In the event of a layoff in a department for the balance of the shift, the employees affected will be laid off without regard to seniority.

(b) In the event of a layoff in a department of more than one day, summer student employees will be laid off first, TPTs will be laid off second and probationary employees will be laid off third. An employee (other than a summer student, TPT or probationary employee) having more

seniority in the department who is displaced shall exercise their seniority in the same department providing they are able and willing to do the work assigned to them and at the rate of pay applicable to the job to which they are assigned.

(c) Within three (3) working days any seniority employee affected by a reduction of work in a department will be assigned to work which they're able and willing to perform in line with their seniority and at the rate of pay applicable to the job to which there is assigned. The displaced employee(s) will be assigned to work in line with their seniority that is being performed by the most junior employee(s) remaining in the plant and which they're able and willing to perform.

11.03 If there be an increase in the work force after a layoff, employees with seniority will be returned to work in the reverse order in which they were laid off, providing they are able and willing to do the work required of them.

11.04 When an employee is reassigned from their classification and department as a result of a layoff, they will retain the right to return to their former classification and department when an opening exists in line with their seniority.

11.05 (a) An employee can refuse first recall providing that they have full time employment;

(1) can prove to the Company that they have full time employment elsewhere;

(2) there is an employee(s) on layoff capable of performing the work assignment required, in order of seniority;

(3) the duration of work, for recall, will be less than forty-five (45) working days.

(b) Employees refusing first recall shall be placed at the bottom of the recall list for a period of forty-five (45) calendar days. The employee will

not be recalled until the Company has exhausted the recall list, or 45 calendar days have passed (whichever comes first). An employee may exercise their seniority and request to return to work after the 45 calendar days, if there is work available that a lower seniority employee is performing.

It is expressly understood that no provision exists which would allow an employee (who elected to refuse recall) to return to work prior to the end of the 45-day period. Employees wishing to return at the end of the 45 days must provide a minimum of two weeks' notice of their intent to return to the HR Department prior to the scheduled date.

ARTICLE 12 ABLE AND WILLING

12.01 "Able and Willing" throughout this Agreement shall mean that the employee in question shall be able and willing to perform the work which such employee is assigned as efficiently and, in the volume, required by the Company's established standards, with normal instruction that an experienced employee in that classification would receive. Please refer to 14.01 (d)

ARTICLE 13 LOSS OF SENIORITY

13.01 Seniority rights of an employee shall cease for any one of the following reasons:

- (a) If the employee quits their employment;
- (b) If the employee is discharged and such discharge be not reversed through the grievance procedure;
- (c) If the employee fails to report for duty for three (3) consecutive working days. (This clause shall not apply if the employee furnishes satisfactory reasons to the Human Resources Department for such failure);
- (d) If the employee fails to return to work within five (5) consecutive working days after notification to do so to their address on the records of the Company. (This clause shall not apply if the

employee furnishes satisfactory reasons to the Human Resources Department for such failure);

(e) If the employee is not called upon to perform work for the Company for a period of thirty-six (36) consecutive months or for a period equal to their seniority at the date when they last performed work for the Company, whichever shall be the greater;

(f) If the employee fails to return to work on the first day following the expiration of a leave of absence. (This clause shall not apply if the employee furnishes satisfactory reasons to the Human Resources Department for such failure).

(g) An employee with five (5) or more years seniority who gives the Company written notice of resignation and then decides (prior to the expiration of such notice) to change their mind will have their case reviewed between the Company and the Union.

(h) An employee who is absent without reasons satisfactory to the Company from the time a written notice of resignation is submitted, will not be allowed to reconsider their termination.

ARTICLE 14 JOB POSTING

14.01 (a) A vacancy for the purpose of job posting shall mean jobs vacated due to promotions or demotions, an employee leaving the Company's employ, which the Company requires to be filled or the creation of new job(s) other than a job in the cell operator classification. Such vacancy is one, which the anticipated duration will be for more than fifteen (15) working days.

(b) Whenever such vacancies occur, employees desiring to be considered for a vacancy may submit an application in writing on a form provided by the Company.

(c) Applicants will be selected upon merit, ability and aptitude and when all of these are equal, the employee with the greatest seniority will be selected.

(d) A trial period of up to twenty (20) days training, on the job, will be given to the successful applicant to prove their ability to do the work under

normal conditions and supervision. If they're unsuccessful they will be transferred back to their former classification and department and job. During such trial period the employee will have the right to return to their former classification and department but, if the latter applies, such trial period shall constitute one (1) job bid under 14.03. An extension to these provisions will be permitted if mutually agreed to between the Company and the Union.

(e) Only one (1) backup position at a time.

14.02 Where a dispute arises regarding the placement of an employee other than the most senior applicant on the job, such applicant or the most senior applicant wishing to dispute the selection will have up to seven (7) working days on the job to prove their ability to do the work under normal conditions and supervision.

14.03 (a) The original opening will be posted on the Company Bulletin Boards for a period of seven (7) calendar days. Upon mutual agreement between the Company and the Union this time period may be extended. Employees who have been selected and placed on a job posting shall not be eligible for promotion or transfer on any other job posting more than twice in a twelve (12) month period.

(b) The Company will be able to select additional applicants from a job posting for a specific classification within a period of twenty-one (21) working days, without being required to repost such job.

14.04 (a) The employee will receive no less than their rate of pay when accepted for a higher paid job or better job.

(b) When accepted for a lower paying job they will receive the top rate of the lower paying job.

14.05 (a) Exceptions to the above clauses shall be on the promotion of employees to supervisory or leader positions. Seniority shall not be used as a basis for request for transfer from one occupational group to another, except when a vacancy occurs, nor as a basis for a request to change nor a refusal to change from one shift to another.

(b) Any delay in the placement of an employee as a result of a job posting beyond one (1) week the reason will be explained to the Plant Chairperson.

14.06 In the event an employee wishes to apply for a particular job posting and is on vacation when such posting occurs, the Plant Chairperson will be permitted to submit a job bid on the employee's behalf.

14.07 The Company will furnish the Union with notice of the implementation of new classifications. Any newly established job or classification submitted to the Union by the Company shall have only the wage rate subject to negotiations by the parties. If the Company and the Union cannot come to an agreement on the rate, the Union may write the grievance and present it to the Company within thirty (30) calendar days at the 3rd step of the grievance procedure.

ARTICLE 15 SUPERVISOR WORKING

15.01 (a) Non bargaining unit employees shall not perform work normally done by employees in the bargaining unit except for the purpose of instruction, experimentation, inspection and in an emergency when employees are not available.

(b) Before any non-bargaining unit employees perform instruction, experimental, inspection or emergency work, the Plant Chairperson or Committee person or Steward on shift will be notified and have the opportunity to evaluate such work before it begins.

(c) In the event that 15.01 (b) is perceived to be violated, the Company and the Union will partake in a joint investigation to determine if an infraction has occurred. Once complete, should it be determined that the Company completed bargaining unit work contrary to clause 15.01 (b) the Company will pay the employee with the lowest hours in the classification affected up to 3 hours regular pay.

15.02 In instances where outside contractors are utilized due to a customer

or supplier issue, the Company will advise the Union in advance and provide confirmation of the customer or supplier issue.

ARTICLE 16 REPORTING ALLOWANCE

16.01 (a) If an employee reports for work on a scheduled shift without having been notified previously not to report, they shall be given the full shift hours, or if full shift hours are not available, they shall be offered four (4) hours work, or if no work is available four (4) hours pay at their base rate or earned incentive rate, whichever is applicable. If they refuse the job offered, they will not be paid for time not worked.

(b) This section shall not apply in cases of emergency such as: tornado, flood, snowstorm, fire, breakdown in the supply of electric power to the Company plant, activity of enemy agents or interference with the activity of feeder plants or suppliers of materials because of any of the foregoing or any labour dispute, or insufficient help on which to operate.

ARTICLE 17 CALL BACK PAY/CALL IN PAY

17.01 Employees who are called back to work after leaving the premises of the Company at the completion of their normal shift to work outside of regular hours in order to meet emergency conditions will receive four (4) hours straight time or actual time worked at the applicable rate. Call in pay will be paid at the same rate.

ARTICLE 18 NO STRIKE OR LOCKOUT

18.01 No employee shall strike and no employer shall lockout an employee until the Union has become entitled to give and has given notice under Section 59 of the Labour Relations Act, S.O. 1995, c.1 on behalf of the employee to their employer, or in the case of a notice under Section 59 has received such notice, and conciliation services have been granted, and the appropriate time limits have elapsed as provided under Section 79 of the said Act.

18.02 In the event of a dispute between the Company and the employees, the Union agrees that the Company's plant protection staff and office staff and personnel and all other employees not included in the Bargaining Unit will be allowed free and unobstructed entrance into and exit from the Company's premises.

ARTICLE 19 LEAVE OF ABSENCE

19.01 The Company will utilize Family Emergency Leaves in place of Leave of Absences for legitimate personal reasons including illness.

19.02 Any employee who has been off work due to illness for three (3) or more days shall notify the Human Resources Department at least one (1) day prior to returning to work. Employees must have a Doctor's certification after three (3) days absent.

19.03 Up to three (3) members of the Union elected to Union position or selected to do temporary work for the Union will be granted a temporary leave of absence for a period not exceeding three (3) years. Replaceable employees, not exceeding two (2) in number who are members of the Union and are appointed by it to full time positions in the union will be granted leave of absence for a period of up to three (3) years with consideration of renewal. Up to two (2) union members will be granted leaves of absence to attend Union Conventions and Conferences. Upon their return they shall be reemployed according to their seniority at work generally similar to that which they did immediately prior to their leave of absence with seniority accumulated during their absence.

19.04 (a) The Company will accept as a satisfactory reason for absence up to six (6) months, an employee's conviction of an offence arising out of the operation of a motor vehicle resulting in a jail sentence or any absence because they are being held in custody pending disposition of the charges against them.

(b) Any conviction over six (6) months will be reviewed by the Union and the Human Resources Department.

(c) Any conviction, other than a motor vehicle offence and when an employee is in custody or in prison pending charges, will be reviewed by the Company and the Union.

19.05 (a) Upon written application to and written permission from the Manager, Human Resources, any employee with five (5) or more years seniority and who has been elected to a Public Office, appointed to the position of federal or provincial constituency assistant or temporary selection on a provincial or federal commission will be granted a leave of absence.

(b) Such leave of absence shall be for a period of their first full term in such elected or appointed office.

(c) Any extension to the above must be so requested by the person affected.

19.06 Any leave of absence request for religious reasons must be requested through the Manager, Human Resources.

ARTICLE 20 BULLETIN BOARDS

20.01 (a) The Company agrees that the Committees may use the Notice Board in the Plant for the purpose of calling Union Meetings, recreational, social activities and results of elections.

(b) The Management reserves the right to remove any notice that has been on the Board for over ten (10) days, providing it is after the date of the event.

ARTICLE 21 HOURS OF WORK

21.01 The regular work week shall consist of forty (40) hours and comprise of eight (8) hours per day, Monday through Friday inclusive, and shall not be construed as a guarantee of hours of work per day, per week, or

as days per week.

21.02 The regular day shift shall commence at 7:00 a.m. with a lunch period of thirty (30) minutes without pay.

21.03 The regular afternoon shift shall commence at 3:30 p.m. with a lunch period of thirty (30) minutes without pay.

21.04 In the event that a third shift is necessary, the plant will work three (3) eight (8) hour shifts, with a twenty (20) minute lunch period paid by the Company.

21.05 It is recognized that the Company has and requires special shifts to operate efficiently. These shifts may be changed once per year and revert back to the original shift time within the same year. Any further changes need to be agreed upon between the Union and the Company.

21.06 (a) In the event a weekend worker shift is necessary, employees can be scheduled to work two (2) twelve (12) hour shifts on Sunday and Saturday with a twenty (20) minute lunch period paid by the Company. If two crews are working, the shifts will rotate each two (2) weeks. In the case of single crews, the normal designation shall be the 7AM to 7PM shift.

(b) The pay period runs from Sunday to Saturday. Pay will be twenty (20) hours pay per twelve (12) hour shift worked (i.e., 40 hours pay per calendar week). The rate of pay will consist of the base rate plus COLA.

(c) At any time, if the hours of work cross into afternoon or midnight shift, the employee will be paid for shift premium by number of hours worked on the afternoon or midnight shift, as outlined in the agreement.

(d) Break and wash up period remain as per the applicable provisions of the Collective Agreement.

(e) In application of the benefit package, the three (3) day waiting period for S & A shall be considered as the first twelve (12) hour shift missed. The benefit level shall be one-half of the regular weekly benefit for each subsequent twelve (12) hour shift missed. In the case of accident or

hospitalization, one half of the present weekly benefit shall apply for the first shift missed.

Regarding Bereavement Pay, if the three (3) day leave provision involves a Sunday and/or Saturday, then the Company will pay the normal rate (20 hours pay) for the Sunday and /or Saturday involved. Otherwise, bereavement from Monday to Friday will be as per the Collective Agreement.

Regarding Jury Duty, if pay is lost then the Company will make up the lost pay as outlined in Article 31.

Regarding the Pension Plan, hours will be calculated as hours paid instead of hours worked.

(f) Reporting Allowance – The application of Article 16 shall be six (6) hours for weekend workers or if no work is available ten (10) hours pay at his/her base rate.

(g) Paid Holidays and Option Days – The employees who qualify shall receive the holiday pay without additional time off.

(h) One (1) weekend (24 hours) to equal one (1) week of vacation.

(i) Weekend replacements to be filled within the normal overtime provisions of the Collective Agreement. If a weekend worker is going to be absent for more than two (2) months, employees will be asked starting at the highest seniority person in classification until the position is filled. When absent worker is able to return to work both employees will return to their home position.

(j) For the purpose of calculating payments to the P.E.L. Fund or Legal Services Plan, each twelve (12) hour shift will equate to twenty (20) hours.

(k) It is recognized by the Company and the Union that difficulties could emerge which have not been considered. In such cases, it is the intent of both parties to be flexible with the objective of finding the best solution considering the practical realities of both employee and Company needs.

21.07 The Union agrees to cooperate with the Company in connection with the transfer of employees from one shift to another, to ensure that an adequate number of employees shall be available to properly operate such shift.

ARTICLE 22 OVERTIME

22.01 (a) The Company agrees insofar as it is possible and practicable to equalize overtime hours among the employees in the same classification within three (3) months to within twenty-eight (28) hours providing the employee can perform the job efficiently.

(b) Employees entering the classification shall assume an average of the amount of overtime hours in that classification (excluding committee persons /stewards).

(c) A separate listing will be established by classification for weekend shift workers for equalization purposes.

22.02 (a) Overtime records will be posted each week and a copy given to the Plant Chairperson with accumulated hours.

(b) In the event overtime is to be scheduled, the Company will post an overtime sign-up sheet in the Production and Maintenance departments by Friday prior to current scheduled overtime shifts. Overtime sign-up sheets will indicate previous weeks hours and following weekend signing opportunities. Employees will be required to state their intention to work overtime by signing the overtime sheet.

Wherever possible, volunteered employees will be asked starting from the lowest overtime person in the classification to the next lowest for their preference, on their scheduled shift, until the overtime needs are met. If the employees scheduled shift is not scheduled overtime, the lowest hours in the classification will be asked for their preference until the overtime needs are met. Employees who do not sign up for overtime, but overtime is available, will be charged as overtime worked.

(c) Employees who sign up to work overtime but do not report for overtime work will have such hours counted as culpable absence under the Company absence program. Such hours will include all hours lost during the overtime shifts. Cancellation must be done by 11:59 p.m. on Thursday.

(d) Where an insufficient number of employees volunteer to fill the posted Saturday overtime requirements, starting from junior employees, within that classification, will be mandated to work the overtime provided the employee can perform the respective job efficiently, on their scheduled shift, beginning with Summer Students, TPTs and Probationary employees and continuing with junior employees until the overtime needs are met. The Company will inform employees mandated to work no later than Thursday start of lunch break on their scheduled shift. If an employee is absent prior to mandating time limit, continue with junior employees, provided the employee can perform their respective job efficiently, until overtime needs are met. There will be no mandating on Labour Day weekend, Memorial Day weekend and Christmas shutdown. Mandating will only occur on a given line the same number of shifts as the line is scheduled for in a week prior to weekend. Exception may be made if agreed upon by the Company and the Union.

(e) Any employee who is asked to work Saturday, Sunday or Paid Holidays after Midnight Thursday (or 9:00 A.M. Friday if the prior Monday is a Paid Holiday or 12:00 Midnight Wednesday if the Friday that week is a Paid Holiday) and refuses, such employee will not be charged unless such overtime was of an emergency nature. If correct lowest hours employee in a classification is not offered an overtime opportunity, the affected employee will be given the next available overtime opportunity. If the second opportunity is missed, the employee will be paid for both occurrences at the applicable rate of pay.

(f) All active seniority employees shall receive three (3) hall passes that will allow them to be excused from being mandated on weekend overtime shift three (3) times during the year. These hall passes will be distributed at the beginning of the year and will expire by year end and will not be carried over to the following year.

All hall passes must be attached to a vacation request form and submitted eleven (11) calendar days in advance to the HR Department. The Company shall reply in writing, within three (3) working days of the request. Approval will be based on first come basis and availability.

Once a hall pass is approved, it will be non-refundable. In an emergency situation, the Company may agree to allow a hall pass on short notice. Hall passes are non-transferrable to other employees and cannot be used for vacation. They will not be replaced if they are lost or stolen. They have no monetary value.

(g) In the event of a layoff and overtime is required, the Company and the Union will investigate options to avert layoff or overtime. This would not be limited to only weekend workers or work share.

22.03 When five (5) or more employees are required to work overtime in a department, the Committee person/Steward responsible for representation of that department will be one of the employees offered overtime work provided they're able and willing to do the work available.

22.04 The Company will pay time and one-half (1 1/2) an employee's base hourly rate or earned incentive rate, whichever is applicable for all time worked over eight (8) consecutive hours.

22.05 The Company will further pay time and one half (1 1/2) of an employee's base hourly rate, or earned incentive rate, whichever is applicable for all time worked on Saturdays to the extent that such time is not part of an employee's Friday shift. The Company will further pay double time of an employee's base hourly rate or earned incentive rate, whichever is applicable, for all time worked on Sundays to the extent that such time is not part of an employee's Saturday or regularly scheduled shift. Further, allowance for payment on an hour excludes that hour from consideration for overtime payment on any other basis.

22.06 The Company will provide a ten (10) minute rest period prior to starting two (2) hours or more of scheduled overtime.

22.07 Summer students, TPTs and probationary employees will not be

assigned to overtime work until all seniority employees have been either scheduled or asked to work in their classification. Upon completion of their probationary period, new employees will accumulate the highest overtime in their group excluding the Committee person.

ARTICLE 23 SHIFT EXCHANGE AGREEMENT

23.01 Employees desiring to mutually exchange shifts will be required to meet the following requirements:

1. Only employees in the same classifications and employees capable of performing required work may exchange shifts, provided both employees can perform the respective jobs efficiently. This would include overtime shifts. Overtime shift changes would imply that both employees will be mandated. Overtime shift changes would have to be submitted no later than 11:59 p.m. on the Thursday prior to the weekend.
2. Employees desiring to exchange shifts will provide written request of such change to their supervisor, indicating the parties names, and clock numbers of the affected employees involved in the exchange and their signatures. There will be an option for shift exchange for up to a six (6) month period, as long as the employees are able to do the respective jobs.
3. Each shift supervisor affected will provide written approval/disapproval of such changes by signing the shift change request and advising the affected employees. It is incumbent by the employee to ensure that the shift exchange has been approved.
4. Any changes in the work schedule will cancel the mutual shift exchange
5. The Company will endeavour where practical to accommodate employees who wish to mutually exchange shifts, but it remains the Company's prerogative to deny or cancel such requests when the department's needs are impaired in any way.

6. Any employees participating in the exchange who suffers any inequity of earnings or any other provision or benefit because of the exchange; such matters will not be subject for complaint. On the other hand, should the exchange have an adverse effect on any other employee(s) or give cause to contravention of any provisions of the Collective Agreement the right of the individual's exchange shall be disallowed.

7. If an employee is on vacation for the week or more than two (2) days, they cannot request a shift exchange.

Shift Premium

23.02 The Company agrees to pay afternoon shift premium of sixty-five cents (65¢) per hour and midnight shift eighty cents (80¢) per hour for hours worked on such regularly scheduled shifts and for hours worked only on scheduled Saturday and Sunday shifts.

ARTICLE 24 VACATION PAY

24.01 Each eligible hourly rated employee in the Bargaining Unit will receive vacation pay for each year ending June 30th on the following basis:

Up to 1 years service 4% of employee's year's earnings

1 year to 3 years service 4% of employee's year's earnings 2 weeks vacation

3 years' to 5 years' service 5% of employee's year's earnings 2 weeks vacation 1 week optional

5 years' to 10 years' service 6% of employee's year's earnings 3 weeks vacation

10 years' to 15 years' service 7% of employee's year's earnings 3 weeks vacation 1 week optional

15 years' to 20 years' service 8% of employee's year's earnings 4 weeks vacation

20 years' to 25 years' service 9% of employee's year's earnings 4 weeks vacation 1 week optional

Over 25 years' service 10% of employee's year's earnings 5 weeks vacation

24.02 (a) The Company will post a notice each year by April 1st, advising employees of the tentative vacation period.

24.02 (b) The Company will provide notice to employees of the intention to recognize two weeks vacation shutdown during the July/August timeframe. This announced shutdown or slowdown may be a full or partial shutdown and will be governed by customer requirements. The announced shutdown/slowdown may need to be modified based upon customer requirements, in which case the Union will work with the Company to meet the customer demands by mutual agreement, which will not be unreasonably withheld.

24.03 Employees will be granted two (2) consecutive weeks of their vacation entitlement. Any employee entitled to more than two (2) weeks will be granted such additional entitlement as follows: The Company will schedule vacations during the vacation year with due consideration of the employee's request. Written vacation requests shall be returned to employees within seven (7) calendar days.

24.04 (a) Employees must take their entitled vacation each year. Employees must take or schedule their current year vacation by the Friday before Christmas shutdown. Any vacation time not chosen by this time frame, will be scheduled by the Company starting January 1st. Next year's vacation will be approved on a first come basis starting March 1st.

(b) Notwithstanding the foregoing, employees laid off may designate, at their option, the first week of waiting on Employment Insurance benefits as vacation.

(c) In addition, employees will only be required to take entitled vacation

on the basis of equivalent percentage of accrued vacation earnings.

24.05 When a Paid Holiday as outlined in Article 25 falls within an employee's scheduled vacation, the employee will be given an additional day for such Paid Holiday at the end of such scheduled vacation.

24.06 (a) Employees may elect to take their vacation pay as they take their vacation entitlement instead of the vacation payout for each year ending June 30th. They pay as you go entitlement will apply to weekly vacation and single vacation days.

An employee must make this election by the end of May.

Any monies remaining in the vacation accrual will be paid out the beginning of June the following year.

24.06 (b) Employees will be allowed to split 10 days of vacation into single days if they have more than two (2) weeks of entitlement.

24.06 (c) Employees may take a one (1) week accrued unbroken holiday if the rules below are followed:

They will receive no pay for the week

They will not be able to break the week up

They must have exhausted all vacation

They must have used banked time, if accrued week is booked after the month of February

The employee must have over five (5) years seniority

They must have accrued six (6) months worth of vacation

Vacation Allowance Credit

24.07 Where an employee has been on Workplace Safety and Insurance Board Benefits or Sickness and Accident Benefits but has worked three (3) or more months, they will be entitled to receive a vacation allowance credit for a period on WSIB or Sickness and Accident according to the following formula:

(1) Earnings will be calculated, for the period of disability, based on

their average weekly rate on the last full week they worked (less overtime).

(2) Those average earnings will be multiplied by the number of full weeks lost and multiplied by the applicable vacation percentage.

ARTICLE 25 HOLIDAYS

25.01 Paid Holidays are as follows:

See attached holiday schedule for 2020, 2021 and 2022

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Good Friday	Apr 10	Apr 2	Apr 15
Victoria Day	May 18	May 24	May 23
Memorial Day	May 25	May 31	May 30
Canada Day	July 3	July 2	July 1
Civic Holiday	Aug 3	Aug 2	Aug 1
Labour Day	Sept 7	Sept 6	Sept 5
Thanksgiving Day	Oct 12	Oct 11	Oct 10
Christmas Holidays	Dec 24	Dec 24	Dec 23
	Dec 25	Dec 27	Dec 26
	Dec 28	Dec 28	Dec 27
	Dec 29	Dec 29	Dec 28
	Dec 30	Dec 30	Dec 29
	Dec 31	Dec 31	Dec 30
	Jan 1		

25.02 All employees with seniority covered by this Agreement, shall be paid eight (8) hours pay for the holidays as outlined in Clause 25.01 at their regular hourly rate including COLA. established by the pay period the employee worked immediately preceding the holiday.

25.03 (a) Qualifications for payment are that such employees must work the full shift hours the working day preceding and immediately following any such holiday, unless they have a justifiable excuse for failing to do so.

(b) Where an employee misses one (1) qualifying day during the Christmas Shutdown they will be ineligible for one (1) paid holiday, if both qualifying days are missed for the Christmas Shutdown, they shall then forfeit two (2) paid holidays for that period and shall be paid for the remaining holidays.

25.04 (a) In the case of certified illness or leave of absence for Union Business, an employee will receive their full paid holiday pay if they are absent from the plant for a period not exceeding thirty (30) calendar days inclusive of the paid holiday.

(b) Where an employee is on Workplace Safety and Insurance Board Benefit and is also eligible for holiday pay, such combined total pay shall not exceed 100% of the employee's regular pay for forty (40) hours in their regular work week.

25.05 For any time worked on the above paid holidays, they will be paid at the rate of time and one-half (1 1/2) plus normal holiday pay, to the extent that the hours worked are not part of their shift of the day before the holiday or of their shift of the day after the holiday.

25.06 For the purpose of this Agreement, and for night shift workers, the shift commencing on the evening of the holiday shift shall be recognized as the holiday shift for which any overtime rates will apply, and not the shift commencing on the evening before the holiday.

25.07 During probation, an employee will be paid for statutory holidays as per the ESA. After probation, they will be paid retroactively for all non-statutory holidays which occurred during their probationary period provided they qualified in accordance with Clause 25.03 and will receive payment for such holidays on the regular pay period following completion of their probationary period.

25.07 (a) All hours worked during Christmas shutdown will be issued on a separate cheque.

Birthday/Service Anniversary Option

25.08 (a) Employees will be provided with a birthday and service anniversary option during each year of this Agreement and shall be paid eight (8) hours for such day at their regular hourly rate, if day workers (excluding shift premium and overtime) or if piece workers at their average earned rate (excluding shift premium and overtime).

(b) Such birthday and service anniversary may be taken as time off with pay or at the employee's option may be worked thus providing the employee with an extra eight (8) hours pay for that day.

(c) If the employee's birth date or anniversary date is a Saturday, the employee's option day will be the prior Friday.

(d) If the employee's birth date or anniversary date is a Sunday, the employee's option day will be the following Monday.

(e) In order for employees to qualify for such days, the following requirements must be met:

(1) The employee must have one (1) year's seniority as of the date of their birthday or service anniversary. In the case of "Preferential Hires" this provision will be waived.

(2) The employee will be required to notify the Human Resources Department on forms provided by the Company if the employee desires to take their birthday or service anniversary as a day off.

(3) The written notification must be submitted seven (7) working days in advance of the option to take the day off.

(4) If the employee takes their birthday or service anniversary off without proper notification as specified above, the employee will forfeit the pay they normally would have received had employee properly exercised his option.

(5) A seniority employee absents without a justifiable excuse on either the day before or the day after a scheduled birthday or service anniversary shall be ineligible to receive pay for that option.

(6) Seniority employees must be on the active payroll in order to be eligible to exercise their rights for option birthdays or service anniversary in accordance with the above procedure.

(7) An employee who is called in to work on their birthday or service anniversary and who works shall receive pay as provided in Article 25, Section 25.05 of this Agreement, for the hours worked in addition to their pay for the option day.

(8) If an employee's birthday or service anniversary is on a paid holiday that falls on a Friday, the employee's option day will be Thursday. If an employee's birthday or service anniversary is on a paid holiday that falls on a Monday, the employee's option day will be a Tuesday.

(9) Where the provisions of this plan create new problems in administration, the local parties will make a good faith effort to agree upon any required changes to resolve such problems.

(10) A "birthday or service anniversary" occurring during the Christmas Shutdown or Vacation Shutdown will be paid without option at the appropriate rate provided under this option plan.

ARTICLE 26 INJURY ALLOWANCE

26.01 An employee injured on the job shall be paid at their applicable rate for the balance of their shift on which the injury occurred, or on the first occasion only on a subsequent shift, if as a result of such injury the employee is sent home or to an outside hospital by instructions of the attending medical officer or the Company's first aid attendant.

26.02 Notwithstanding their position on the seniority list, employees

sustaining injury at work or becoming affected by an occupational disease during the course of their employment and who are physically handicapped as a result thereof, will be given such suitable employment by the Company as is available, providing that the normal application of seniority is not violated.

26.03 The Employer and the Union agree that they mutually desire to cooperate in a modified work program for the purpose of providing rehabilitation employment to disabled bargaining unit employees unable to perform their regular work due to an occupational injury or illness as provided under the Workplace Safety and Insurance Board Act.

The parties agree to the terms & conditions set out in the ZF Automotive Canada Limited Return to Work procedure and policy and any changes shall be mutually agreed

ARTICLE 27 REST PERIODS

27.01 Employees shall be allowed a rest period of ten (10) minutes during each half shift. In the event of three (3) shifts, the Company and the Union will negotiate different rest periods.

ARTICLE 28 WASHUP PERIOD

28.01 The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of each half shift. In lieu of the five (5) minute wash-up period at the end of the regular shift, any employee working overtime shall take such wash-up period at the conclusion of his overtime assignment.

ARTICLE 29 INSURANCE, HEALTH & MEDICAL BENEFITS

29.01 Pension Plans and Exhibit “C” (contains the insurance program for employees and their eligible dependents) forms part of the Agreement. All agreements (Pension and Exhibit C) will be made available to the employee

if requested.

ARTICLE 30 BEREAVEMENT PAY

30.01 (a) See chart below

EMPLOYEE'S RELATIVES	BEREAVEMENT ENTITLEMENTS		
	DAYS ALL'D	SPOUSE & SPOUSE'S RELATIVES	DAYS ALL'D
GRANDFATHER	3	SPOUSE	5
GRANDMOTHER	3	BROTHER OR SISTER OF SPOUSE	3
FATHER OR STEPFATHER	3	MOTHER OR FATHER OF	
MOTHER OR STEPMOTHER	3	SPOUSE	3
BROTHER(S) OR HALF BROTHER(S) (STEPBROTHER(S))	3		
SISTER(S) OR HALF SISTER(S) (STEPSISTER(S))	3		
SON(S) OR STEPSON(S)	5		
DAUGHTER(S) OR STEPDAUGHTER(S)	5		
SON(S) -IN-LAW	3		
DAUGHTER(S) -IN-LAW	3		
GRANDCHILDREN	3		
		GRANDPARENTS OF SPOUSE	1
BROTHER(S) WIFE (VES)	1	WIVES OF SPOUSE'S BROTHER(S)	1
SISTER(S) HUSBAND(S)	1	HUSBAND(S) OF SPOUSE'S SISTER(S)	1

(b) The length of such absence with pay shall be up to, but not exceeding five (5) working days (one) (1) working day in the case of a grandparent of the employee's current spouse or your brother-in-law/sister-in-law) providing the employee has worked for the Company for thirty (30) days. Payment for such bereavement leave shall not exceed eight (8) hours

pay for each day of entitlement.

(c) If the internment is postponed, upon request the employee will be granted one of their entitled days on the date of internment. This will be included in the total bereavement entitlement days.

(d) Bereavement leave shall consist of consecutive regularly scheduled working days including the day of the funeral.

(e) In the event a death as outlined in clause 30.01 should occur during an employees' vacation period, such vacation period shall be extended by their entitled bereavement leave at their applicable rate of pay.

30.02 If an employee has a death in the immediate family as outlined in Clause 30.01 and the death occurs outside the Province of Ontario and they are unable to attend the funeral they will be granted their full bereavement entitlement with full pay.

30.03 After an employee attains seniority, they will be paid retroactively for any entitled bereavement days, which occurred during their probationary period as outlined in this Article.

ARTICLE 31

JURY DUTY

31.01 Any employee with seniority who is called and reports for Jury Duty or Subpoenaed Witness shall be paid the difference between the statutory pay for such duty and the employee's regular hourly rate or average earned rate, whichever is applicable.

31.02 When called as a Juror or Subpoenaed Witness, the employee must advise the Company at once.

31.03 The Company's obligation to pay an employee for Jury Duty or Subpoenaed Witness shall not exceed eight (8) hours pay for each day of entitlement.

ARTICLE 32
COST OF LIVING ALLOWANCE

32.01 (a) All employees in the Bargaining Unit covered by this Agreement shall be subject to the following cost of living formula determining the cost of living allowance as set forth below for all hours worked.

32.02 (a) First adjustment in cost of living allowance will be March 2020. The March 2020 adjustment shall be based on the amount of C.P.I. three (3) month average for November and December 2019 and January 2020 exceeding the C.P.I. three (3) month average for August, September and October 2019. Thereafter, adjustments will be based as provided for in Article 32.04 below.

(b) Adjustments will be made in accordance with the 1992 C.P.I. .0736 = \$0.01

32.03 Effective Date of Adjustment, First Pay Period on or after:	Based on Statistics Canada Consumer Price Index Average for the Following Three Months:
June 15, 2020, 2021 and 2022	February, March and April
September 15, 2020, 2021 and 2022	May, June and July
December 15, 2020, 2021	August, September and October
March 15, 2020, 2021 and 2022	November, December and January

32.04 The amount of any cost of living allowance in effect at the time shall be included in computing holiday pay, call-in pay, jury duty pay, bereavement pay and vacation pay.

32.05 In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Clause 32.03 and 32.04, an adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

32.06 No adjustments, retroactive or otherwise, shall be made due to any revisions that may later be made in the published figures for the Statistics Canada Consumer Price Index for any month on the basis of which the allowance has been determined.

32.07 Continuance of the COLA will be dependent on the availability of the official Statistics Canada Price Index calculated on the same basis as the Index presently used (1992=100). Should this method be replaced by another, the parties will determine how the formula should be adjusted to the new method.

Beginning with the March 15, 2020 COLA adjustment, any increase in COLA. will be rolled into the base wage rate for the life of the agreement.

Any adjustment upwards will thereafter be made quarterly.

If anytime the C.P.I. indicates a drop in COLA, the adjustment will not be reduced. The adjustment, therefore, will not be increased until the C.P.I. rises, above where it was when the reduction would have been made. Any adjustment downwards will be deducted from the COLA float (currently at (\$5.78) until the current balance is at 0.

32.08 Payment of cost of living will be included in the employee's regular pay cheque in amounts as provided for in the foregoing determination.

32.09 Starting with the March 2020 COLA quarter, the Company will permanently retain one cent (\$0.01) per quarter until eleven cents (\$0.11) is attained.

ARTICLE 33
MOVING ALLOWANCE

33.01 In the event the company elects to move a department or the entire plant to a new location, which results in a layoff, employees who are out of work may elect a transfer to the new plant and will carry their seniority and all benefits, as outlined in the Collective Agreement.

33.02 New Preferential Hiring:

(a) The Company and the Union recognize the importance of experienced and skilled workers, in both production and trades jobs, as being essential to the success of the operations. Auto parts workers who have been laid off through no fault of their own possess a wealth of experience and readily transferable skills that can be applied to work in other auto parts facilities.

(b) In event of new hiring, the Company will provide the Local Union advance notice as soon as possible.

(c) The company will provide applicants who are laid-off Unifor members from other auto parts facilities and interview, and will report to the Local Union the number of former Unifor members who applied as a proportion of total applications, and the number hired.

ARTICLE 34
SKILLED TRADES

34.01 (a) Skilled Trades for the purpose of this Agreement shall be as follows:

- Electrician
- Electrician (Electronics)
- Millwright/Machine Repairer
- Lead Hands (Skilled Trades)

(b) In the event of the introduction of new classifications of Skilled Trades, the Company will notify the Union of same, and in the event

of disagreement the Union will have the right to take same through the Grievance Procedure.

34.02 Seniority in the Skilled Trades Department shall be by occupation or trades within a department or group of departments. Seniority lists shall be by basic trades or classification.

3. (a) Employees presently working under classification or group listed under Clause 34.01 (as of 1st of February 1969) shall have their total seniority in their trade classification or group.
- (b) Future employees entering the trades classification or group shall have date of entry seniority in the skilled trades as listed under Clause 34.01.
4. (a) Production workers will not carry seniority into the trades or classifications listed under Clause 34.01 nor will skilled trades workers exercise seniority in production or non-production groups except where a classification listed under 34.01 is discontinued or eliminated.
 - (i) Such employee will then exercise their total Company seniority for the purpose of displacing a junior employee in the classification for which they're qualified or shall exercise all of their Company seniority in the general production, or non-production groups under this Agreement.
 - (ii) Should a skilled trades employee become medically unfit and unable to follow their skilled trades both the Company and the Union will cooperate in endeavouring to place such employee on a job they are capable of performing. However, if placed in a non-skilled classification they shall then forfeit all skilled rights within the skilled trades.
- (b) Journeyperson hired after an Apprentice is hired shall be laid off before the Apprentice.

34.05 The term "Journeyperson" as used in this Agreement shall mean any person:

- (a) who presently holds a journeyperson's classification in a skilled trades occupation or
- (b) who has served a bonafide apprenticeship of four (4) years 8,000 hours and holds a certificate which substantiates their claim of such services, or
- (c) who has eight (8) years of practical experience in the skilled trades classification in which they claim journeyperson's designation and can prove same. A Union journeyperson's Card will be accepted as proof.
- (d) Proof of journeyperson's status will be shown to the Skilled Trades Committee-person prior to a journeyperson's hiring.

34.06 Any further employment in the skilled trades occupation, after signing of this Agreement, shall be limited to journeyperson and apprentices.

34.07 (a) During any period when a journeyperson is unavailable, it is agreed that non-journeyperson employees whose duties shall be to assist journeyperson may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification and shall be known as a supplemental employee for present employees and new supplemental employees for new hire.

(b) Vacancies for supplemental help which will be for fifteen (15) days or more will be posted for applications. Employees will be selected under the requirements of Article 34.07.

(c) The opportunity to work as a supplemental employee shall be offered first to seniority employees, who have proven their ability to the Company through relative experience, second to any laid off employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

(d) When a journeyperson becomes available either by hire, transfer, or

graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such journey person will replace the supplemental employee who shall then be returned to their original department.

(e) A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant wide seniority to return to their former job, or to apply for vacancies in the plant as provided elsewhere in this Agreement.

(f) A supplemental employee shall receive the Gauge Room wage.

(g) Temporary when used in this article shall not exceed a period of two (2) weeks at Christmas and two (2) weeks at summer vacation unless agreed to mutually by Company and Union.

34.08 In the event of an increase or decrease in the force in any skilled trades group or classification as designated in Clause 34.01 the following procedure shall apply:

(a) First supplemental, second probationary employees will be laid off from their skilled trades group or classification.

(b) If any further employees are to be reduced from any skilled group or classification as listed in Clause 34.01, such employees will be laid off or transferred in order of their seniority from such skilled trades group or classification.

(c) It is understood that on the application of seniority within a seniority group the employee must be qualified as per Clause 34.05:

(d) Employees affected by a layoff or cutback in manpower as per (a) and (b) above shall be offered preferential employment over new hires to fill an open requisition at the Company Employment Office.

CONSIDERATIONS AND APPLICATION

- (h) The layoff must be for a definite period of time and of limited duration.
- (i) Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.
- (j) It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the predetermined period of layoff.
- (k) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion or disqualification from Employment Insurance Benefits or Company provided Insurance Benefits.
- (l) Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/predetermined layoff period.
- (m) If during the limited/predetermined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these inverse seniority provisions, the employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that they wish to continue on layoff for an extended time, they will be so permitted. If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

34.09 Recalls shall be made in reverse order of layoffs.

34.10 Promotions or transfers to higher paid or better jobs with equal pay within a skilled trade shall be based on the qualifications necessary as a journeyman for such jobs. When these factors are equal the employee with the greater seniority will be given preference.

34.11 (a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in their regular skilled trades occupation, leads or processes the work of two or more employees;

(b) Only a journeyman shall be considered as a lead hand in their respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades group.

(c) The rates for lead hands of skilled trades employees shall be as follows:

(1) 15¢ per hour when working with a Supervisor at work

(2) 75¢ per hour when working without a Supervisor at work

34.12 (a) The Company agrees to provide a theft insurance policy to cover recognized tools of the trades for skilled trades employees up to a lifetime maximum of \$5,000.00 with no deductible.

(b) Effective March 1st, 2020 all skilled trades employees will submit an updated tool list to the Maintenance Department. Prior to any new tools being added to an employee tool list, they will be verified by the Company. It is understood that no tools will be removed from the premises without obtaining a proper pass.

(c) The employee will provide proof of broken tools which are on their tool list and have become broken in the performance of work for the Company. Upon verification, the employee will purchase and provide receipt of purchase. The monies reimbursement will be within 10 working days. The employee also has the option to request the company to purchase the tool.

(d) When metric tools, greater than 22mm, are required the Company will make such tools available for skilled trades employees in the performance of their work. Such tools in excess of 22mm along with metric calibrated measuring instruments will be available in the stockroom and charged out to skilled trades employees when they have need for them.

(e) This does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties except as provided in the foregoing paragraph.

34.13 All work performed in the skilled trades shall be done by employees who are covered by classification and rates as outlined in this Agreement between the Company and the Union. Notwithstanding the above paragraph, it is understood, that if there is not sufficient work to keep an employee listed under Clause 34.01 gainfully occupied at their own work for eight (8) hours per day, they will be permitted to assist any other employee listed under Clause 34.01 until such time as there is work available to them in their own classification. This, however, does not change the seniority provisions under Clause 34.02.

34.14 The Company will extend advanced training to cover technological advances that have taken place within their skilled trades classification as applicable in the Beards Lane Plant, Woodstock, Ontario.

34.15 (a) All overtime work is to be on a voluntary basis and is to be equalized to those employees within the classifications required to work. The Company will supply a list of employees working to the Committee person of the department and the Company will maintain a record of all overtime in the department.

(b) Notwithstanding the above, if the employees necessary to perform necessary weekend overtime maintenance functions refuse such overtime, then the employees of skilled trades from lowest seniority on shift must perform such overtime work. All in-week overtime, including paid holidays, will be on a voluntary basis.

(c) Weekend workers will be offered weekly overtime when outside contractors are present in the plant first, followed by regular week workers until the ratio/sign-up sheet is exhausted or is met by classification, up to a maximum of twelve (12) hours in week overtime, provided the employee is certified to perform the duties. Company and Skilled Trades Representative may agree to extend the hours.

34.16 The Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.

34.17 "All Skilled Trades" employees covered under Clause 34.01 of this Supplemental Agreement shall have the amount of one-half (1/2) hours pay per year deducted from their pay in the month of January of each year to be submitted to the Financial Secretary of Local 636, Unifor, along with a list of names for each deduction.

34.18 The Company agrees rates specified in the skilled trades are minimum rates and the Company shall have the right to grant, on employee request, an increase over the rate stated in the schedule of wages the Union shall be notified of any such increase.

34.19 Where possible the Company will utilize organized contractors to perform work within the plant.

34.20 Nothing in this Agreement shall be construed so as to deprive any employee of skilled trades of any right, privileges such as insurance, pension, holiday or vacation pay, etc., that are covered in the body of this Agreement.

34.21 There shall be no numerical or alphabetical classifications within the skilled trades and equal rates will be paid for all classifications.

34.22 The provisions governing recognition, representation and working conditions peculiar to the skilled trades classifications shall apply to those classifications listed in Clause 34.01.

34.23 No skilled trades person will be required to repair, weld or adjust any machinery while it is operating, if there is a risk of injury, unless such adjustment is an integral part of such repair while the machinery is in operation. Whenever required for proper repair or safety of skilled trades employees, the machine areas will be reasonably cleaned before repairs are undertaken. The parties agree this will not be abused as to the degree of cleanliness.

34.24 The Apprenticeship Agreement (Appendix "D") is considered part

of this Article 34 covering apprentices in the Electrician Plant Maintenance, Machine Repair (Millwright) and Toolmaker/Tool & Die Maker trades.

34.25 The Skilled Trades Committee person and or Steward will have the right to meet with the Company representative at a mutually agreeable time to try and resolve any skilled trades dispute that may arise rather than other designated Union representatives.

34.26 The Company agrees to post one month prior for the Christmas shutdown each year of the agreement.

ARTICLE 35 INCENTIVE PLAN

35.01 The Company retains the right to institute an incentive plan. Any incentive plan will not be inconsistent with the provisions of this Agreement. Before instituting an incentive plan the Company will discuss such plan with the Union.

ARTICLE 36 HEALTH AND SAFETY

36.01 (a) The Company shall continue to make all reasonable provision for the safety and health of the Company's employees during the hours of their employment.

(b) Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company, in accordance with the practice now prevailing in each separate department, and the Union will cooperate with the Company in seeing that such protective devices etc., are properly used.

(c) The Company is committed to working collaboratively with the JHSC in order to ensure a safe environment for all employees. To that end, the Company will upon recommendation of the JHSC provide air quality testing in the plant at intervals as mutually agreed by both parties.

36.02 The Company will supply, once every twenty-four (24) months, safety prescription glasses to employees free of charge provided they are purchased from an approved Company source. If prescription safety glasses are broken or in need of repair, the costs will be covered by the employer.

Safety Committee

36.03 (a) The Safety Committee shall be composed of three (3) members of Management and three (3) members of the Bargaining Unit. The Committee shall make recommendations concerning safety rules and practices to Management.

(b) Up to three (3) alternate Bargaining Unit employees will be recognized to replace regular Bargaining Unit Safety Committee Members who are absent due to Vacation, Sick and Accident, Workplace Safety and Insurance Board Benefits or Leave of Absence.

(c) All members of the Joint Health and Safety Committee will take a thirty (30) hour Health & Safety course during the life of this agreement the cost of which will be borne by the Company.

Safety Shoes

36.04 (a) The Company will pay an allowance towards the purchase of one (1) pair of safety shoes once per year. If a second pair is required due to work mishap, approval must be received from the Company prior to purchase. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased for less than the allowance by any employee will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before financial consideration is entertained.

(b) The allowance will be as follows:

Effective February 8, 2020

\$140.00 plus \$20.00 maximum for insoles

Effective February 1, 2021

\$140.00 plus \$20.00 maximum for insoles

Effective February 1, 2022
\$140.00 plus \$20.00 maximum for insoles

36.05 New employees will be reimbursed for safety shoes upon successful completion of their probationary period in accordance with Article 36.04 and provided a receipt for the safety shoes is produced.

36.06 On employee request, personal medical information will be made available to their family physician.

ARTICLE 37 INVENTORY AND VACATION SHUTDOWN PAY

37.01 (a) Employees required to take inventory will be paid their regular rate of pay.

(b) Employees required to work during the vacation shutdown period will receive their regular rate of pay if production is scheduled if not, they will be paid the rate of machine operator.

ARTICLE 38 A PROGRAM OF PAID EDUCATION LEAVE

38.01 The Company agrees to pay into a special fund two cent (\$0.02) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the Unifor Leadership Training Program, P.O.Box 897, Port Elgin, Ontario, N0H 2C0.

38.02 The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. It is understood with respect to the number of employees selected for training, that the Company will not be deprived of the skills necessary to maintain normal production

operations. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 40
APPENDICES AND PLANS

40.01 All appendices, exhibits and pension plans form part of the Agreement. It is agreed by both parties to this Agreement that no matter respecting the provisions of these plans or amendments thereto shall be subject to the Grievance Procedure established in this Agreement.

ARTICLE 41
TUITION REIMBURSEMENT

41.01 The Company will reimburse employees to a maximum of one thousand five hundred dollars (\$1500.00) for tuition for the successful completion of a course, applicable to their current position with the Company or likely to enhance their promotional opportunities within the Company, taken on their own time to upgrade themselves. Such courses must be approved by the Human Resources Department before the employee enrolls for such course to be eligible for this reimbursement.

ARTICLE 42
DURATION OF AGREEMENT

42.01 This Agreement shall be in full force and effect from February 8, 2020 to 11:59 p.m. February 10, 2023, and shall thereafter continue for a further period of one (1) year unless not more than ninety (90) days or less than (30) days before the expiration date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.

**IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO
SIGNED**

For ZF Automotive Canada Limited:

M. Hutchinson
N. South
B. Croxford

For THE NATIONAL UNION, Unifor and its Local 636, Woodstock,
Ontario:

J. Herron
B. Thompson
B. Sheldon
J. Kovarcik
H. Manderson
J. Raymond

DATED AND SIGNED THIS 7th DAY OF FEBRUARY 2020.

WAGE SCHEDULE – APPENDIX “A”

Effective February 08, 2020
EXAMPLE

Direct Classifications

	Feb-20	Feb-21	Feb-22
Cell (1) (Coating Booths)	21.25	21.25	21.25
Cell (2) (Machining)	23.76	23.76	23.76

Indirect Classifications

Janitor	23.17	23.17	23.17
Lift Truck Operator	23.32	23.32	23.32
Material Control Clerk (Stockroom)	23.42	23.42	23.42
Material Handler	23.47	23.47	23.47
Set Up Person	23.86	23.86	23.86
Millwright/Machine Repair	29.20	29.40	29.70
Electrician	29.20	29.40	29.70
Gauge Room	25.96	25.96	25.96

During the 2020 – 2023 negotiations the Company and Union agreed to the following: As of February 7, 2020, to provide a lump sum payment each year of the life of the agreement. This lump sum payment may be applied to their RRSP account.

Tier 1 (DB) employees - \$500 each year.
Skilled Trades employees - \$750 each year.

During the 2020 - 2023 negotiations, the Company and Union agreed to the following: Skilled Trades Wage Increase. A wage increases of 0.20 cents per hour in year 1, 0.20 cents per hour in year 2 and 0.30 cents per hour in year 3.

During the 2020 - 2023 negotiations Operators that are on coating booths will be cell 1 operators, cell 2 operators will be on machining cells. Not withstanding the employees on coating booths at the time of the agreement that are at full wage, they will be grandfathered in at the rate, unless they move from that classification then the grandfather clause will not apply.

If Salvage Repair becomes available during the life of the agreement, the position will be posted and the opportunity will be given to the highest Senior Person.

New Hire Rate: With the exception of those classifications listed in Article 34.01 (a), will be as follows, effective February 8, 2020:

Start Rate: New start rate of \$16.40 and progress at % of base rate as below to reach 100% of base rate after 312 weeks (6 years). In addition, new hires will be paid COLA after 2 years based on a percentage basis.

Breakdown: Example

Weeks	COLA%	BASE	COLA	Wage	Incentive	New Wage
0-52	0.00%	\$16.40	\$0.00	\$16.40	\$1.85	\$18.25
53-104	40.00%	\$16.50	\$2.31	\$18.81	\$0.00	\$18.81
105-156	60.00%	\$16.75	\$3.47	\$20.22	\$0.00	\$20.22
157-208	70.00%	\$17.50	\$4.05	\$21.55	\$0.00	\$21.55
209-260	75.00%	\$18.50	\$4.34	\$22.84	\$0.00	\$22.84
261-312	85.00%	\$21.25	\$4.91	\$26.16	\$0.00	\$26.16
312+	Avg.	23.76	5.78	\$29.54	\$0.00	\$29.54

Cell Operators and Set Up: If a Cell Operator is required to make a change over or is required to assist the Set-Up Person to make a change over, the

Company agrees to pay setup rate for the hours worked. However, if it is part of the operator's job to make the necessary adjustments to maintain the setup during that production run.

Set up Lead Hands: Intent through Training Process to be paid 50¢ per hour, over base rate, overtime will be equalized among all Set Up Persons.

Lead Hands to be paid 50¢ per hour over regular rates.

LETTERS OF INTENT

1) Scheduling of Shifts

October 30, 2001

When there is a requirement by the Company to transfer Production employees to other shifts, the shifts will be rotated first then, the transfer will be done by the junior-most employee who is able to perform the work required.

The Company will continue its practice of rotating shifts each two (2) weeks.

This letter is not intended to offset Management's rights to schedule employees or demote employees in line with seniority due to layoff.

2) New Jobs

October 17, 1995

When new jobs emerge within an existing classification, the Union Committee will be notified.

3) Banking of Overtime

November 15, 2001

Employees may, at their discretion, receive full payment of overtime hours worked or elect to bank the equivalent paid overtime hours in lieu of payment in accordance with the following conditions:

Time off in lieu of overtime hours will be accumulated at the applicable rate.

Example: Eight (8) hours worked at time and one half = four (4) hours banked and eight (8) hours paid or 12 hours paid.
 Eight (8) hours worked at double time = eight (8) hours banked and eight (8) hours paid or 16 hours paid.

Employees can bank forty (40) hours from January 1st to December 1st of each year. An additional forty (40) hours maximum may be banked after the original forty (40). The additional forty (40) hours applies to Sundays only. (Amended February 7, 2020)

Time off must be taken in terms of increments of eight (8) hours.

Employees will cash in any accumulated lieu days if such time is not taken by December 1st of that year and the Company will pay out the unused lieu days on the next following regular pay. However, with notice prior to December 1st, banked time may be used between December 1st and January 1st and the monies will be paid in the following pay period.

All requests to bank overtime hours must be made at the time overtime is offered and on the appropriate form supplied by the Company. A signed copy (company and employee) will be given to the employee.

When employees request their lieu days off, they shall do so with seven (7) calendar days notice on the appropriate form supplied by the Company and the Company will endeavour to accommodate employee's needs in this respect. The Company will supply a reasonable explanation if employees are not granted the dates requested. In such cases the Company will provide alternative dates to the employee for their satisfaction.

The Company shall reply in writing, within three (3) working days of the request.

Bank time request will be on a first received first granted basis. In the event that two (2) or more employees' request to use banked time on the same day, seniority will prevail.

The employee must own the bank time prior to making the request for bank time.

When payment for banked time is made to an employee, the amount per hour for such time shall be calculated upon the basis of the date on which the banked time was earned.

When banking overtime a person needs to work eight (8) hours consecutively in order to bank time. (Amended February 7, 2020)

4) Coveralls

October 20, 1998

The following item has been agreed to between the parties:

The Company agrees to stock coveralls in the Stockroom for the use of employees when employed on jobs which are excessively dirty.

5) Employees Assistance Program

Negotiations 1984

During negotiations for the 1984 1987 Collective Agreement the Company agreed to implement a program to help troubled employees with problems such as drug or alcohol dependence.

6) Summer Vacation

October 12, 2001

During the Summer Shutdown it is determined that it will be necessary to have some people working, a notice to that effect will be posted by May 1st.

Vacation during this time will be on an approved first come basis. If you do not have an approved vacation request, you will be working during this time. (Amended February 7, 2020)

7) New Technology Training

January 28, 1987

During the course of contract negotiations, the parties discussed the impact of new technology, as it affects the skill level of employees. In this regard, the Company agrees to consider, as the need arises, formal and/or on the job training that will assist employees in maintaining competency in their respective areas of responsibility.

8) Day of Mourning

August 26, 1992

During negotiations the Company agreed to continue the practice of allowing a minute of silence on the National Day of Mourning.

9) New Technology Training

October 4, 1995

This will confirm the understanding of the parties that the company intends

to train all affected skilled trades employees insofar as is necessary in new technology introduced into the plant.

FOR THE UNION

C. Grant
M. P. Birmingham
R. Gerrie
R. Turner
L. Robblee
R. J. Huntley

FOR THE COMPANY

L. A. Connoy
B. L. West
G. R. Predki
J. Oldford

10) Air Quality

October 11, 1995

During negotiations for the 1996-1999 Collective Agreement the parties discussed in-plant air quality.

The Company advised the Union that it would not be restricted to any single supplier of chemicals strictly on the basis of economy.

Furthermore, the Company will endeavour to improve air quality in the plant through investigation of alternate chemicals.

The Company will test the Plant's air quality by an outside company annually with a report going to the JHSC. (Amended February 8, 2014)

11) Legal Services Plan

November 6, 1998

During negotiations for the 1999-02 Collective Agreement, the Company agreed to contribute \$0.11 per hour worked to the Unifor for the purpose of establishing a Legal Services Plan. The subject Plan would cover the employees with one or more years of seniority. During negotiations for the 2020 - 2023 Collective Agreement, it was agreed that the Company would not contribute during the life of this agreement. (Amended February 7, 2020)

12) Right to Refuse

October 17, 1995

During negotiations for the 1996-1999 Collective Agreement the parties

discussed the potential of change to the Occupational Health and Safety Act.

The Company advised the Union that in spite of any potential change to the subject act that, as a Company, ZF Automotive Canada Limited had no intention of taking advantage of employees health and safety as it pertains to the current "right to refuse" provisions of the existing legislation.

13) Clothing – Skilled Trades

October 26, 1995

The Company agrees to supply skilled trades persons with ten (10) sets of clothing. This clothing is not the property of the employee and will be maintained by the Company. During shutdown periods, clothing will be replenished twice a week.

14) Overtime Asking

October 28, 1998

During negotiations the Company agreed, provided one is in attendance at the plant, to have a committee-person/steward present when overtime is offered by telephone.

15) Compressor Start Up

September 10, 1992

This will confirm the intent of the Company to restrict the start-up and shutdown of the non-regulated screw compressor(s) to Millwrights of the bargaining unit. (Amended February 7, 2020)

16) Tool Allowance

Negotiations 2005

During negotiations for the 2020-2023 Collective Agreement, the Company agreed to pay a one-time tool allowance to each skilled tradesperson journey person and setup person in the amount of \$250.00 the week commencing February 8, 2020. The Company will reimburse the skilled trades not grandfathered for their annual certifications. (Amended February 11, 2017)

17) Skilled Trades – Shift Assignment

October 25, 2001

When there is a requirement by the Company to transfer Skilled Trades employees to other shifts, the shifts will be rotated first, then the senior employee in the classification on the shift affected will have the option of the shift change.

If there are no volunteers, the junior employee on the shift will be transferred to the required shift.

18) Contracting of Skilled Trades

October 25, 2001

During the 2001 negotiations, the Company and the Union discussed at length the Company's policy concerning the performance of maintenance or trades work and the circumstances under which it may be contracted out. It is recognized and understood that, at times, and for varying reasons, it is not considered practical or advisable for certain work to be performed in-house. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed. This letter is not to be regarded as affecting that right. Provided, however, we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits. It is the policy of the Company to fully utilize its own employees in the skilled trades classifications in the performance of maintenance, fabrication and installation of equipment customarily performed by the Skilled Trades workforce in the plant. The Company will provide the Skilled Trades Committee-person with 5 days notice whenever possible of outside contracting relating to work which is normally performed by the Skilled Trades workforce.

Plant management shall meet no less than semi-annually with the skilled trades committee person to review projected workloads regarding the installation, maintenance and repair of existing or new equipment. No bargaining unit skilled trades journeyman with the appropriate skills and ability and who customarily performs the work in question will be indefinitely laid off as a direct and immediate result of work being performed by outside contractors, provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

Furthermore, if outside contractors are working past the normal eight (8) hour shift, skilled trades employees equal to the number of contractors will be given the same opportunity for such overtime.

19) Trades and Troubleshooting

October 25, 2001

This letter will confirm the intent of the Company to provide Skilled Trades employees with the first opportunity to troubleshoot breakdowns. Technical Support employees will be dispatched to provide support with troubleshooting production stoppages, provide technical instruction as required, and other assistance to meet and maintain the production requirements of the plant.

20) Skilled Trades Training

October 25, 2001

During negotiations, the Company agreed to advise Skilled Trades employees of upcoming training and provide a sign-up sheet. The sign-up sheet shall be posted at least two (2) weeks prior to the training. Training participants will be jointly selected by the Skilled Trades Committee person and the Company. (Amended January 14, 2005)

This does not restrict the right of the Company to determine the number of employees to be trained.

21) Tool Replacement

October 25, 2001

This letter will serve to confirm the commitment of the Company to replace broken, lost or stolen tools for Skilled Trades employees. When an employee has a broken tool, the Company will source the tool replacement at one of the approved suppliers as per the policy agreed to between the parties.

22) Retiree Lump Sum Payments

Negotiations 2005

During negotiations for the 2020 -2023 Collective Agreement in connection with the Non-Contributory Pension Plan, the Company agreed that employees retired under the Plan will receive a lump sum payment of \$6.00

times years of credited service plus \$100.00 to a maximum of \$280.00, payable March 1, 2020, February 1, 2021 and February 1, 2022. Surviving spouses receiving a benefit under the Plan will receive a lump sum payment of \$3.60 times years of credited service plus \$100.00 to a maximum of \$208.00, payable March 1, 2020, February 1, 2021 and February 1, 2022. (Amended February 7, 2020)

23) JHSC New Line Inspection

December 16, 2004

Prior to new or redesigned equipment or lines being put into production, the JEHSC shall complete a workplace inspection of such.

24) Ergonomics Committee

January 7, 2005

This will confirm that the Company recognizes the benefits of an Ergonomics Committee. The Ergonomics Committee shall be composed of the HSE Coordinator and at least one other member of Management and from the bargaining unit – the Union Chairperson and two other elected members. The Committee shall make recommendations concerning ergonomic practices to Management. (Amended February 8, 2014)

25) Job Security

February 6, 2008

In an effort to promote industrial harmony, an atmosphere of good teamwork, as well as open communication, the Company agrees that plant wide meetings will be held quarterly for the honest exchange of information, business outlooks and ideas.

The Company commits that it will continue to manufacture brake rotors required for FCA and Ford for DT and T1 platforms at the Woodstock facility through February 10, 2023. However, this commitment shall no longer apply if the total average (mean) monthly volume of these rotors required by FCA and Ford platforms for any 3-month period drops below 50% of the average (mean) monthly volume. In the event the situation arises the company would meet with the union to discuss the implications and options.

Customer planned shutdowns on a temporary basis where volumes are

planned to go back to the average monthly volumes of the same products, would be excluded from the above average (mean) calculations.
(Amended February 7, 2020)

26) Retiring Allowance

February 6, 2008

The Company agrees to continue the Retiring Allowance for the life of the agreement. The Retiring Allowance is calculated as follows: Employees who are eligible and elect to retire during the lifetime of the agreement will be entitled to the following:

- Up to but less than 60 years of age - \$100.00 per year of credited service to a maximum of \$3,000.00
- 60 years of age until 65 - \$100.00 per year of credited service to a maximum of \$3,000.00 plus an additional \$500.00 (total maximum of \$3,500.00)

27) Short Work Week

February 4, 2011

Short work week refers to a week in which an Employee has less than forty (40) Compensated or Available Hours, and (a) during which they perform some work for the Company, or (b) for which they receive some jury duty pay, bereavement pay or military pay from the Company, or (c) for which they receive only holiday pay from the Company Benefit Plan) and, for the immediately preceding Week, they will either received either a Short Week Benefit or had forty (40) or more Compensated or Available Hours .

Where a short work week is found to exist, the employee will be paid for the hours lost (such that the product of the lost hours and hours compensated or available total 40) based on 80% of the base hourly rate.

No mandating on any short work week.

The Company will have one opportunity per year of the agreement to impose a short work week without being subject to the payment of short work week, benefits to the employees impacted.

28) Health and Safety Training

February 8, 2014

The Company and the Union agree that EH&S training is important to the safety and wellbeing of all employees. To ensure that appropriate training is provided the JHSC shall review the EH&S related topics included in the training plan annually and recommend any changes based upon identified areas of concern. All new hires shall receive a comprehensive orientation session that shall include all legislated and company requirements prior to commencing work. Whenever practical these orientation sessions shall be delivered by a Worker Member of the JHSC. All employees shall receive a documented line or equipment specific safety review when assigned or transferred to any line or equipment to which they are unfamiliar.

29) Fluid Management

February 8, 2014

Fluid management duties will be to maintain the coolant in tanks, including the filling and cleaning of the tanks and oils skimmers, maintaining overflow tanks, refilling of the coolant tanks and proper levels. If needed, students, TPTs and probationary employees may be used when cleaning the tanks to reduce the downtime. All other fluid management duties will be confined to area designated for them. (Amended February 11, 2017)

30) Overtime

February 8, 2014

Any employee temporarily transferred to another classification shall be included in that classification for mandating. (Amended February 7, 2020)

31) Supplemental Workforce

February 8, 2014

During negotiations, the parties discussed the Company's need to have a supplemental pool of temporary employees to support the plant operations/customer demands. The parties agreed to utilize the temporary workforce for legitimate business reasons such as, to backfill absences planned (vacations/leave of absences/banked time, etc) or unplanned (unscheduled call-offs) and/or increased customer demand.

The Company may utilize temporary part time TPT employees to supplement the workforce for straight time, overtime or weekend work.

Temporary employees shall be paid \$16.40 per hour and shall not be eligible for benefits or COLA.

TPT employees will only be eligible for time and one half their hourly rate of pay for work on Saturday, and for more than 8 hours in any day. Double-time for Sunday.

TPT employees are subject to Union membership, dues and an initiation fee.

A TPT employee shall not accumulate time toward fulfillment of the probationary period while employed as a TPT. A TPT employee hired as a regular full-time employee will be considered a new employee and subject to all the terms and conditions of the Collective Bargaining Agreement. TPT employees have not priority for any full-time positions.

The terms and conditions of the Collective Bargaining Agreement do not apply to the TPT employees unless specifically noted otherwise. The Company may terminate a TPT employee at any time provided, however the Union may protest in the grievance procedure the termination of a TPT in cases of alleged discrimination on account of any prohibited grounds under the Ontario Human Rights code. A TPT employee shall be entitled to Union Representation including the grievance procedure in cases of alleged violation of this TPT memorandum of understanding.

Any TPT scheduled to work who does not show up and does not call in to notify the plant of the reason for such absence will be considered as a voluntary resignation. TPT will be notified of such call-in procedure. The Company may cancel scheduled hours for a TPT employee without penalty should customer/plant requirements change. The Company will notify the TPT of any cancellation of scheduled time as soon as possible.

TPT employees must be at least 18 years of age. First preference will be given to students who are children of employees and laid off Local 636 members.

The maximum number allowed in the TPT will be 10 (ten) and may be

increased by mutual agreement with the Union Chairperson and the Company.

The Company may hire temporary part time, TPT, employees to supplement the workforce for straight time, overtime or weekend work.

TPT, Probationary and Summer Student employees will not be allowed to work overtime on scheduled working days without the Company first exhausting all Union members that signed extra hours on overtime sign-up sheet on that shift. On non-scheduled working days, TPT, Probationary and Summer Student employees will not work overtime without the Company first offering the opportunity to all active Union members that signed weekend overtime sign-up sheets, as per our overtime agreement. TPT will be trained on cell but will not assume a home once trained; only to be used for reducing mandating and covering absences.

Upon ratification, a TPT who has been actively employed by the Company for three (3) months will automatically be hired as a new probationary employee and start their 720 probation hours, provided there is an open position.

32) 60 Hours Volunteer Week – Skilled Trades February 8, 2014

The Company and the Union will sign a Letter of Agreement for the 60-hour volunteer work week on behalf of the Skilled Trades. This can only be removed by the Skilled Trades workers. The Company and Union will follow any legislated changes. (Amended February 7, 2020)

33) 60 Hours Volunteer Week – Production February 8, 2014

The company and the Union will sign a Letter of Agreement for the 60-hour volunteer work week on behalf of the Production Workers. This can only be removed by the Production Workers. The company and Union will follow any legislated changes. (Amended February 7, 2020)

34) Short Shift Notice February 8, 2014

Employees transferred to other shifts during week must receive 24 hours'

notice or will be compensated time and one half their rate for their first 8 hours transferred.

35) Mental Health First Aid

February 7, 2020

The Company and Union agree to designate two members from the bargaining unit and two members from outside of the bargaining unit to be trained in Mental Health first Aid. Postings will identify who has been trained and who is available to recognize and address concerns.

36) Social Justice Fund

February 7, 2020

The Company agrees to pay \$1,000 over the life of the agreement to the Unifor Social Justice Fund. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies are to be paid into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, Ontario M2H 3H9

37) WSIB and S&A Claim

February 7, 2020

If there is an approved WSIB or S&A claim, \$50 maximum will be reimbursed per claim for medical notes.

38) Paid Domestic Violence

Leave and Discipline Protection

February 7, 2020

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification for a recognized professional (i.e. doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

The Company will follow the current Employment Standards Act. The first five (5) days of leave taken in a calendar year are paid and the rest are unpaid.

39) Notice of Commercial Contract Renewal February 7, 2020

The Company and the Union recognize that attempts to renew existing commercial contracts and bidding on new work are regular and ongoing features of business and that the Union can play a constructive role in this process. The Company agrees to promptly advise the Union of the anticipated end date of any customer program that the Company expects to result in the layoff of more than 10% of the bargaining unit when such date has been confirmed by the customer. In such an event, the Company will meet with the Union within 30 days to discuss developments.

APPENDIX "D"
APPRENTICESHIP PLAN

Article 1

- a) The term "Company" shall mean the ZF Automotive Canada Limited.

- b) The term "Union" shall mean the duly authorized representatives of the National Union, Automobile, Aerospace, Transportation and General Workers Union of Canada (Unifor Canada) and its Local Union 636.

- c) "Registration Agency" on labour standards shall mean the "Manpower Training Branch, Ministry of Colleges and Universities" "Registration Agency" for the apprentice as a student, covering related instruction shall mean Community Colleges as provided by the Ontario Government.

- d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and the parent or guardian if they are a minor, which agreement shall be registered with the Registration Agencies.

- e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which they have been assigned under these standards and who is covered by a written agreement with the Company providing for their training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

- f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.

- g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

- h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

APPLICATIONS

Article 2

Applications for Apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under this programme of training, and after consideration and investigation by the Human Resources Department, these applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval.

APPRENTICESHIP ELIGIBILITY REQUIREMENTS

Article 3

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

1. They must have a Grade 12 S.T. & T. and/or its equivalent.
2. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

CREDIT FOR PREVIOUS EXPERIENCE

Article 4

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience.

Evaluated work experience must have been gained under an apprenticeship programme or under a trainee, upgrader and/or changeover programme and not in a trade school or vocation school.

Returned veterans may have their service work record evaluated and credit given on apprenticeship for applicable experience gained in the Armed Services after evaluation by the Joint Apprenticeship Committee.

TERM OF APPRENTICESHIP

Article 5

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in Appendices attached hereto.

Article 6

The first 500 hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement may only be cancelled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

HOURS OF WORK

Article 7

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled employee employed by the corporation. In case an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeyperson established by these standards is maintained.

RATIOS

Article 8

The ratio of apprentices in training to journeyperson should not exceed one apprentice to five journeypersons. However, it is understood that the Company and the Union may mutually agree to establish a ratio of apprentices to journeyperson in excess of the one to five ratio in accordance

with the plant needs and tooling programs; provided that, in the event of a reduction in force, the apprentices in excess of the one to five ratio will be laid off before any journeyperson in that trade are laid off. Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that a minimum of one apprentice may be retained in each trade so long as at least one journeyperson remains employed in that trade. The above notwithstanding, for those Skilled Trades Group where there are less than five journeypersons employed, one apprentice may be hired.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of their apprenticeship, retain and accumulate seniority in their former seniority group and, if laid off or dismissed from the apprentice training program, they shall be returned to their former seniority group in the plant in line with such established seniority in their former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeyperson increase permits the maintenance of the ratio used at the time of layoffs. Thereafter, all apprentices in a trade shall be recalled before any new journeyperson shall be hired.

The Company agrees to have two (2) apprentices during the life of the agreement. Reference Article 12.

DISCIPLINE

Article 9

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

- a) Inability to learn.
- b) Unreliability.
- c) Unsatisfactory Work.
- d) Lack of interest in his work or education.
- e) Improper conduct.
- f) Failure to attend classroom instructions regularly.

WAGES

Article 10

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages, as follows

:

1st 1,000 hours (6 months)

Employee's Current Operators' Rate

2nd 1,000 hours -

Production Operators' Rate + 10% of Rate of Difference

3rd 1,000 hours -

Production Operators' Rate + 20% of Rate of Difference

4th 1,000 hours

Production Operators' Rate + 30% of Rate of Difference

5th 1,000 hours

Production Operators' Rate + 40% of Rate of Difference

6th 1,000 hours

Production Operators' Rate + 55% of Rate of Difference

7th 1,000 hours

Production Operators' Rate + 70% of Rate of Difference

8th 1,000 hours

Production Operators' Rate + 85% of Rate of Difference

"RATE OF DIFFERENCE" shall be the difference between the Employee's current Operators' Rate and the rate established for a journeyman classification for which the apprentice is training.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed 8,000 hours of training, they will receive 90% of the skilled journeyman rate in the classification or trade in which they have served their apprenticeship. After approval of their completion of training by the Joint Apprenticeship Committee and after obtaining the Certificate of Apprenticeship and C of Q in their trade, they will go to 100%.

The apprentice shall be paid their regular hourly rate for actual school attendance. If the apprentice is sent to a Community College, Trade School or other outside course, for any period of time, the Company agrees to make up the difference in pay they would have received had they remained in the plant.

The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program.

RELATED INSTRUCTION AND SCHOOL ATTENDANCE

Article 11

(a) Provision for Schoolroom Instruction Apprentices

Each apprentice shall enroll and attend classes for not less than four (4) hours weekly for a minimum of 168 hours per year, according to instructions by the Joint Apprenticeship Committee. Hours of schooling are counted as part of the total number of hours required in the apprenticeship in each trade. Each apprentice, after enrolment in such classes, shall be registered with a Community College as an apprentice student upon the forms furnished for this purpose.

(b) Approval of Classroom Instruction

Classroom instruction furnished by a Community College shall meet with the approval of the Joint Apprenticeship Committee. The schedule of

related instruction shall be outlined in Appendices attached hereto.

(c) Enforcement of School Attendance

In case of failure on the part of any apprentice to fulfil their obligation as to school attendance the Joint Committee may suspend or revoke their apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The apprentice and their parent or guardian hereby agree to abide by any such determination of such committee. "Manpower Training Branch, Ministry of Colleges and Universities", Community College and the National Union, Unifor shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

JOINT APPRENTICESHIP COMMITTEE

Article 12

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a chairperson and a secretary. When a Company member is Chairperson, a Union member shall be secretary and vice versa. The Committee shall meet on call of the Chairperson or secretary or any two members of the Joint Committee. It shall be the duty of the committee;

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities they are about to accept, as well as the benefits they will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.
2. To accept or reject applicants for apprenticeship after preliminary examination by the Human Resources Department of the Company; and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.

3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which relate to their apprenticeship.
5. To determine whether the apprentice's scheduled wage increases shall be withheld in the event that they are delinquent in their progress.
6. To offer constructive suggestions for the improvement of training on the job.
7. Certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the Apprentices under these standards.

SUPERVISION OF APPRENTICES

Article 13

Apprentice's deployment will be by maintenance supervision, maintenance lead-hand or tradesperson responsible (assigned) to lead the apprentice. Apprentices will not be deployed, transferred or assigned to production performed duties except where applicable under apprenticeship agreement or where a production emergency exists.

The Department Manager shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direct instructions and experience.

The Supervisor shall make out a report once a month to the Department

Manager on the work and progress of apprentices under their direction. The Department Manager shall also follow closely the progress in conjunction with the school and they shall record such progress in conjunction with the periodic marking system employed by the school. The Department Manager shall have the final responsibility as a representative of the Company for determining whether an apprentice should be dropped from the program for unsatisfactory progress. In case of termination, the Registration Agencies should be so advised with the reasons, therefore.

TOOL ALLOWANCE

Article 14

Upon acquiring seniority in an apprentice group, the apprentice will be furnished a toolbox, which will become the property of the apprentice upon graduation. The employee may choose any toolbox they prefer but will be required to pay any costs that exceed the Canadian Tire #580905-2 Box.

An apprentice who completes a period of 1,000 hours of work in the apprentice program after the effective date of the Agreement will be paid an allowance for the purchase of tools for each completed period as follows:

Electrician Apprentice	\$125.00
Millwright/Machine Repairer Apprentice	\$145.00
Toolmaker Apprentice	\$125.00

Management will assist the apprentice in obtaining tools.

SENIORITY

Article 15

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the tool and die department and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice shall be given seniority equal to 100% of time spent on course as a journeyperson.

APPRENTICESHIP AGREEMENT

Article 16

Every apprentice Agreement entered into under this Standard Apprentice Plan shall contain a clause making the plan a part of the Agreement with the same effect as if expressly written therein. For this reason, every applicant, their parent or guardian if they are a minor, shall be given an opportunity to read the standards before they sign the Apprenticeship Agreement.

CERTIFICATION OF COMPLETION OF APPRENTICESHIP

Article 17

Upon completion of the apprenticeship under these apprenticeship standards the Joint Apprenticeship Committee will recommend to the Manpower Training Branch, Ministry of Colleges and Universities that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificate will be issued by the Manpower Training Branch, Ministry of Colleges and Universities unless approved by the Joint Apprenticeship Committee.

MODIFICATION OF STANDARDS

Article 18

These standards of apprenticeship may be amended or new schedule added at any time upon mutual agreement of the Company and the Union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the Apprentice; and providing that such change or amendments shall be submitted to the Registration Agencies to determine if it meets with the standards established by the Registration Agencies. A copy of such amendments will be furnished to each Apprentice employed by the Company.

GENERAL

Article 19

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agencies to consider the matter.

APPROVED BY ZF Automotive CANADA LIMITED, WOODSTOCK DIVISION (BEARDS LANE)

DATED: June 3, 1974 R. A. Cooper

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (UNIFOR-CANADA) AND ITS LOCAL UNION 636 BEARDS LANE PLANT

SKILLED TRADES DEPARTMENT, UNIFOR-CANADA

BY: D.E. DeANGELIS

DATED: June 11, 1974

FOR THE COMPANY

H. Ditmar
R. Hovinga
W. MacDonald

FOR THE UNION

Ronald Chapman
Gale Kelly
Lou Harbecke
Robert Haycock
Lorne Charlic

