



CANADA STAMPINGS LTD

COLLECTIVE AGREEMENT

between CANADA STAMPINGS LTD.

and

UNIFOR

and it's LOCAL 636

2020-2023



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INDEX

	Page
Article 1	Recognition 3
Article 2	Union Responsibility 3
Article 3	Union Security 3
Article 4	Reservation to Management 5
Article 5	Representation 6
Article 6	Grievance Procedure 7
Article 7	Seniority 11
Article 8	Hours of Work 17
Article 9	Vacations 25
Article 10	Leave of Absence 28
Article 11	Statutory Holidays 31
Article 12	No Strike Clause 32
Article 13	General 33
Article 14	Reporting for Work 37
Article 15	Health and Safety 37
Article 16	Duration of Agreement 39
Appendix A	Benefits Program 41
Appendix B	Wage Schedule 48
Appendix C	Cost-of-living Allowance 50
Appendix D	Apprenticeship Program 52
Appendix E	Supplemental Workforce 64
Appendix F	National Day of Remembrance and Action on Violence Against Women 66
Appendix G	Preferential Hiring 66

Appendix H	Notice of Commercial Contract Renewal	67
Appendix I	Non Discrimination/Harassment	67
Appendix J	Social Justice Fund	69
Appendix K	Paid Education Leave (PEL)	69
Appendix L	Domestic Violence Language	70
Appendix M	Violence Against Women	70
Letter Of Understanding – Press Operator Classification		71

ARTICLE 1 - RECOGNITION - EXCLUSIONS

- 1.01 The Company recognizes the Union as the bargaining agent for such employees as are named in the certification awarded by the Ontario Labour Relations Board for the City of Woodstock, excluding such employees as are named in the said certification; exception to be foreperson, those above the rank of foreperson, and office staff.

ARTICLE 2 - UNION RESPONSIBILITY

- 2.01 The Union agrees that Local 636 is a branch of the National Union, chartered by it and acknowledges its responsibility to the Company for the acts of the Local, its officers, agents and representatives pertaining to this Agreement or breach thereof, as fully as though such acts were on its own acts. The Union represents that the membership of the said Union has duly ratified this agreement and authorized its execution by the Union.

ARTICLE 3 - UNION SECURITY

- 3.01 It is agreed that as a condition of employment every employee now on the payroll covered by this agreement shall be required to become a member of the Union within seven hundred and twenty hours (720) of work within any twelve (12) consecutive months of the date of this Agreement.

- 3.02 It is further agreed that, as a condition of employment, any person hired as of the date of this Agreement shall within seven hundred and twenty hours (720) of work within any twelve (12) consecutive months following their starting of employment, become a member of the Union.
- 3.03 It is agreed that upon receipt of a duly signed authorization, the Company shall deduct from the earnings of the employee, such amount as may be assigned by the Union as dues and/or assessments according to the Union constitution. Such deductions shall be made from earnings due employees for the first day of each month.
- 3.04 It is agreed that the total monies deducted, along with a list showing names and amounts from whom deductions were made, will be forwarded by the Company to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) of the calendar month in which such deductions were made.
- 3.05 The Employer will provide to the Union Chairperson, Local and National Union a list of all employees' names, addresses, phone numbers and e-mail addresses every six (6) months or upon special request.
- 3.06 The Employer will provide to the Union Committee an office with a telephone, desk, chair, filing cabinet, computer, with access to the internet.

ARTICLE 4 - RESERVATION TO MANAGEMENT

- 4.01 The Union recognizes the right of the Company to hire, discharge for cause, promote, demote, and transfer any employee, to manage its business in all respects in accordance with its obligations, to direct its working force, and to make and alter from time to time rules and regulations, same not to be inconsistent with the provisions of this Agreement.
- 4.02 Nothing in this section shall prevent any seniority employee from filing a grievance.
- 4.03 It is recognized that it is appropriate for supervisors and other non-bargaining unit employees to perform the work of bargaining unit employees only in the following circumstances:
- (a) In emergencies when regular employees are not immediately available.
 - (b) In experimental work, new models and samples.
 - (c) In the performance of necessary work when production difficulties are encountered on the job.
 - (d) Persons excluded from the bargaining unit will not, however, displace any represented employees.

ARTICLE 5 - REPRESENTATION

- 5.01 The Union may appoint and the Company shall recognize a committee not in excess of two (2) committee persons, one of whom shall be a chairperson of the committee. The company recognizes the need for Alternate Reps to cover the off shifts. These Alternate Reps will be selected through the election process (one for midnights and 2 for afternoon shift as needed) and will come in to play when a committee member is not present.
- 5.02 It is understood and agreed that committee persons shall have regular duties to perform the same as all other employees. Committee persons, with the approval of the supervisor, shall be permitted during their working hours to leave their regular duties for a reasonable length of time to adjust and present grievances, subject to a maximum absence from their duties of two (2) hours in any one calendar week. Chairperson will be allowed four (4) hours in a week. Stewards, with the approval of the supervisor, shall be permitted during their working hours to leave their regular duties for a reasonable length of time to adjust and present grievances.
- 5.03 The Committee shall be allowed, at regular rate with COLA, such reasonable time as is necessary while in conference with management regarding wages, contract negotiations and other similar matters without loss of pay.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is agreed that any employee should discuss any complaint personally with his immediate supervisor. Should the complaint not be adjusted satisfactory to the employee, they then may present a grievance as follows:

Step One

An employee may, through their committee person, present any grievance in writing to their supervisor or their designated representative within five (5) days working following the date the occurrence causing said grievance took place. The supervisor or their designated representative shall, within five (5) working days, give their reply in writing.

Step Two

If the reply is not satisfactory, the committee person may present an appeal to the grievance in writing to the Plant Manager within three (3) working days of receipt of the answer. Plant Manager shall have three (3) working days to give their reply in writing. Such grievance shall be discussed at the first meeting between Management and the Committee.

Conference between Company representatives with the Plant Committee shall be held once a week if there

is an agenda. Matters to be discussed at such meeting shall be placed on an agenda to be supplied by the party requesting the conference to the other party at least one (1) working day prior to the day for which the conference is requested.

Step Three – Arbitration

Failing satisfactory settlement of the Grievance, it shall be the responsibility of the party desiring Arbitration to so inform the other party, in writing, within ten (10) working days after the Plant Manager, or his representative's response.

A notice of intent to arbitrate, with a sole Arbitrator, shall contain a list of three (3) Arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list, within five (5) working days, either party may request Ontario Minister of Labour to name an Arbitrator.

The sole Arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

The decision of the sole Arbitrator shall be binding and final upon both parties. The sole Arbitrator shall be restricted in its award to the provisions of this Collective Agreement, and shall not in its award, add to, delete from or otherwise alter or amend any provisions of this Agreement, or deal with any matter not covered by this Agreement.

The parties will equally bear the fees and expenses of the sole Arbitrator. Any witnesses called by the parties will be at their individual expense.

Any extension of the time limits may be made by either party by mutual consent, in writing, or by the sole Arbitrator, who will advise the parties in writing.

Notwithstanding the Arbitration provisions in the Collective Agreement, the Union and Company may mutually agree that any grievance referred to arbitration under the arbitration provisions of the Collective Agreement, may be arbitrated under Section 45 of the *Labour Relations Act*.

- 6.02 A discharged employee may present a grievance, in writing, through the plant committee to management within 4 working days after discharge and management shall review the grievance with the plant committee and render a decision within 4 working days after such review. If the decision of the management is not satisfactory, the grievance may be appealed to the Arbitrator as herein provided.

6.03 The procedure in this section shall apply to a group grievance as well as a Company grievance.

6.04 **Disciplinary Notations**

When a disciplinary notation is placed against the record of any employee, a written notice of such notation shall be made in triplicate and signed by the employee immediately, as a receipt only and witnessed by a Steward or committee person and the employee's signature does not jeopardize the employee's right to grievance procedure.

The Company will receive the original copy, the Plant Chairperson the second copy and the employee the third copy. Copies of such notice of notation shall be given within three (3) working days after the occurrence. The Company shall request a written extension as needed to a maximum of seven (7) working days - exception in the event of Workplace Violence, Harassment & Sexual Harassment. Refusal of the employee to sign for receipt of the disciplinary notation shall disqualify the employee from proceeding under the grievance procedure against any disciplinary action the Company may take. Such notations will remain against the record of an employee for one (1) calendar year from the date of notation, at the end of which time it will be cancelled. A verbal warning will remain on file for six (6) months, at the end of which time it will be cancelled.

ARTICLE 7 - SENIORITY

- 7.01 Fundamentally, rules respecting seniority are designated to give seniority employees an equitable measure of security based on length of continuous service with the Company.
- 7.02 The expression classification used herein shall mean one or more groups of employees, the members of which are qualified to perform a certain specific operation or duties therein as specified by the Company, subject to grievance procedure.
- 7.03 Upon completion of seven hundred and twenty (720) hours of work within any period of twelve (12) consecutive months an employee shall be entitled to have their name placed on the seniority list of the classification in which they are employed or on the seniority list pertaining to employees whose names are not included on any classification seniority list thereof.
- Employees shall be considered probationary employees until they have become eligible for the seniority list as above provided and probationary employees shall have no seniority rights.
 - The seniority date shall be defined as the first day an employee is hired directly through the Company. If two employees have the same date then seniority will be placed by lottery with the chairperson and the company present.

7.04 Seniority rights of employees shall be exercised as follows:

- (a) An employee in a classification shall be entitled to seniority over an employee in that classification having less seniority and also over an employee having less seniority who is not included in that classification, provided they are able and willing to do the different type of work required of them.
- (b) “Able and willing” throughout the agreement shall mean that the employees in question shall be able and willing to perform the work assigned, with normal instruction that a new employee entering the classification would receive. The length of such training period may be up to twenty (20) working days as deemed necessary by mutual agreement of the union committee and the company for each classification and circumstance.

7.05 **Job Posting**

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).

Seniority employees will be considered for new classifications provided they possess the basic skills and are able and willing (as defined in 7.04 of this agreement) to perform the work and have been in their current classification position for no less than six (6) months of work.

Applicants for job postings will be selected by skill and ability and job performance and where these factors are equal in applicants, selection will be by seniority. The employer will review with the union committee any issues prior to rejecting a candidate.

A trial period as per 7.04 above will be given to the successful applicant to prove their ability to do the work under normal conditions and supervision. If they are 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 the second paragraph of this section and they must wait six (6) months to apply again. An extension to these provisions will be permitted if mutually agreed to between the Company and the Union.

The Company will furnish the Union with notice of the implementation of new classifications or jobs. 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 will write a grievance and present it to the Company within thirty (30) calendar days and proceed to the third step of the grievance procedure.

7.06 Apprentices Seniority

Upon completion of the apprenticeship program, the employee's seniority in a classification will date back to date of hiring and his full seniority will apply at all times.

7.07 Seniority rights shall cease for any of the following reasons:

- (a) If an employee quits;
- (b) If an employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) If an employee is absent from work for three (3) days without notifying the Company, unless a reason satisfactory to the company and the committee for such failure has been given, however, an employee is expected to communicate with the Company on the first day of absence;

- (d) If an employee fails to return to work within five (5) working days after notification to do so, to their address on record with the Company, unless satisfactory reason for such failure has been given;
- (e) If an employee is laid off and is not recalled for work for a period extending beyond twelve (12) consecutive months. Effective October 20, 2006 any employee with two (2) years or more of seniority shall have, equal to their length in seniority of recall rights.”

7.08 Seniority lists will be maintained at all times by the Company and shall be made available to committee persons for inspection to the extent reasonably necessary for any committee person to ascertain the seniority status of an employee within their classification.

The Company shall post a revised seniority list as required in each classification every three (3) months.

A master seniority list showing the seniority status of each employee will be available in the office of the Company where it may be inspected by the Chairperson of the Committee for purposes pertaining to their duties as such.

7.09 Notwithstanding their seniority status, Committee persons shall remain at work as long as work is available,

provided the respective Committee person is able and willing to do the work being done

7.10 Seniority by Classification

If there is a general reduction in the number of employees in the plant, layoffs shall take place according to seniority starting with students, probationary employees and then seniority employees, and shall be plant-wide as far as practical for the Company to do so. Prior to any layoff, the matter shall be discussed by the parties.

In the event of layoffs, it will be done by two separate classifications, one being Skilled Trades and the other being Production.

The Company will give an employee five (5) working days notice of layoff, except in cases of power shortage, fire, flood or anything beyond the control of the Company.

7.11 Employees shall be recalled in the reverse order of the layoff.

7.12 If an employee is transferred from one department to another, there shall be no loss of seniority.

7.13 In the event of a seniority employee suffering a major disability, exceptions may be made to the seniority provisions of this agreement in favour of such employee

by agreement between the Plant Committee and Management.

- 7.14 Promotions to higher paid jobs or better jobs with equal pay are based primarily upon merit and ability, but when all other things are equal, except in effecting promotions to supervisory positions, the employees having the greatest seniority will receive the preference.
- 7.15 Employees transferred from the bargaining unit to a salaried position shall lose all seniority rights to the bargaining unit.
- 7.16 New hires will be placed on a shift at the Company's discretion temporarily for the purposes of training before proceeding to their regular shift. The duration of training will be up to 20 days work or by mutual consent of the Company and the Committee on a case by case basis.

ARTICLE 8 - HOURS OF WORK

- 8.01 (a) The regular work week shall begin on Monday and shall consist of hours as follows:

Eight (8) hours per day, Monday through Friday inclusive, a total of forty (40) hours per week. Each shift shall include: two (2) ten (10) minute breaks, a half (1/2) hour unpaid

lunch and a five (5) minute wash up time at the end of the shift. These hours are not to be construed to mean a guarantee of hours to be worked. The pay period will be calculated from Monday to Sunday.

- (b) In the event that a second shift is required, it will be a ten (10) hour shift. In the event the Company implements a midnight third shift, the midnight shift shall be posted as a straight shift. All three (3) shifts would then be eight (8) hours each. In the event the Company reverts back to five (5) eight (8) hour shifts, the Company will provide the Union with fourteen (14) days' notice of reasonable cause.

It is understood that employees working a ten (10) hour shift will work four ten (10) hour days. Employees will receive ten (10) hours' pay for Bereavement Leave and Statutory Holidays, including Birthdays. Furthermore, any other part of the collective agreement that refers to hours shall be reflected.

Employees will be entitled to three (3) ten (10) minute breaks and one (1) thirty (30) minute unpaid lunch.

- 8.02 Time and one-half (1 1/2) shall be paid for all work over 40 hour in any given work week and as per the

provisions in 8.04 below.

8.03 Time and one-half (1 1/2) will be paid for any work performed on Saturday and double time (2) for any work performed on Sunday as per the provisions in 8.04 below.

8.04 Overtime pay will be paid out as per 8.02 and 8.03 above only after the employee has worked a minimum of 40 hours at regular pay in that given pay week defined in 8.01 above. Exceptions will be given only for Excusable Absences as defined in the Company Attendance Policy MSWI-019 or when lost time circumstances arise around extended illness or injury (S&A/STD) and or loss time due to unavoidable personal commitments created by company induced shift schedule adjustments.

Overtime will be offered via an Overtime Sign-Up Sheet. Employees will be responsible for signing the overtime sheet which will be posted in a visible area for all employees to see.

8.05 All future hires may be required to rotate shifts on a minimum of two (2) week blocks rotation.

Future job postings to day shift will be swing shift. Once the job posting is complete, volunteers by seniority in the same classification will be given the option of rotating. If no volunteers, the junior employee in the same classification will be required to rotate.

Any employee working on dayshift on or before October 1st, 2002 will not be required to move to swing shift unless they apply to an open job posting.

8.06 **Shift Exchange Agreement**

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

- (a) Only employees in the same classification or employees capable of performing the required work may exchange shifts provided both employees can perform the respective jobs.
- (b) Employees desiring to exchange shifts will provide written request of such change to their supervisor, indicating the parties names, and employee numbers of the affected employees involved in the exchange and their signatures.
- (c) Each shift supervisor affected will provide written approval of such changes by signing the shift change request and advising the employees.
- (d) Any changes in the work schedule will cancel the mutual shift exchange.

- (e) 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.

- (f) 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.

8.07 Overtime is voluntary when sufficient employees with the required skill and ability are available to meet the overtime production needs. When the Company is unable to obtain enough employees to meet the overtime production needs, the employees with who possess the skill and ability to perform the work, and who have declined overtime, will be assigned overtime in the reverse order of seniority. Such assignment will occur in sequential order with respect to the seniority list and repeat once everyone has served their portion of over-time work. No employee will be mandated overtime on the weekend immediately prior to or following scheduled vacation.

- 8.08 In the event of a call-in e.g. Tool Room, a minimum of four (4) hours at time and one half will be paid.
- 8.09 In the event that carry over work is required for the Tool Room, the toolmaker who had been working on the job during that regular shift shall be offered the first opportunity in performing the overtime.

In the new die build situations, the assigned toolmaker for the specific die build will be assigned the overtime until that tool is released to regular production status.

It is understood that on a new die, tooling work will be assigned on a rotational basis between the toolmakers.

- 8.10 When employees are required to rotate shifts, the Company will give four (4) days' notice.
- 8.11 All employees will receive a minimum of 48 hours' notice for any scheduled overtime. Exception will be in the event of recent emergency die repair, production demands due to rejects or inventory loss, machinery and equipment repairs, preventative maintenance and other recent emergency production requirements beyond the company scheduling control. The Union committee is to be notified prior to any execution of this exception.

- 8.12 No employee will be scheduled to work overtime on

Labour Day Weekend. Overtime on this weekend may be voluntary only.

8.13 **Overtime Banking**

The company agrees to overtime banking up to eighty (80) hours maximum in any year. The first forty (40) hours must be banked and used before the additional forty (40) hours can be banked and used.

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 paid and eight (8) hours banked. Eight (8) hours worked at double time = eight (8) hours banked and eight (8) hours paid or 16 hours paid.

- Employees cannot bank more than forty (40) hours from January 1st to December 1st of each year.

- Time off must be taken in terms of increments of four (4) hours (4 or 8 hrs).
- Employees will cash in any accumulated lieu days if such time is not taken by December 31st of that year and the Company will pay out the unused lieu days on the last regular pay of that calendar year.
- 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 posted and given to payroll.
- When employees request their lieu days off they shall do so with five (5) working days' notice on the appropriate form supplied by the Company and the Company will endeavour to accommodate the 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.

8.14 An employee who volunteers to work 8 hours of overtime in any given week will not be scheduled to work on the weekend. Exception will be in the event of recent emergency die repair, production demands due to rejects or inventory loss, machinery & equipment repairs, preventative maintenance and other recent emergency production requirements beyond the company scheduling control. The Union committee is to be notified prior to any execution of this exception.

ARTICLE 9 - VACATIONS

9.01 The Company agrees to give vacations according to the

Employment Standards Act of Ontario.

9.02 The basis of vacation for all employees covered by this Agreement shall be as follows, calculated at June 30th of each year.

- (a) An employee with less than 1 year of service – 4% of their total pay for the period ending June 30th (vacation entitlement will be prorated as provided as legislated).
- (b) An employee with 1 year but less than 5 years of service – 4% of their total pay for the period ending June 30th (2 weeks' vacation entitlement).
- (c) An employee with 5 years but less than 10 years of service – 6% of their total pay for the period ending June 30th (3 weeks' vacation entitlement).
- (d) An employee with 10 years but less than 18 years of service – 8% of their total pay for the period ending June 30th (4 weeks' vacation entitlement).
- (e) An employee with 18 years but less than 25 years of service – 10% of their total pay for the period ending June 30th (5 weeks' vacation entitlement).

- (f) An employee with 25 years of service – 12 % of their total pay for the period ending June 30th (5 weeks’ vacation entitlement).

- (g) An employee with 25 or more years of service – 12% of their total pay for the period ending June 30th. (5 weeks plus one (1) day vacation entitlement with one (1) more day added each of the subsequent 4 years to maximum of 6 weeks).

9.03 The vacation year shall be from July 1st to June 30th for each year.

Commencing the year 2022, the vacation year shall be from January 1st to December 31st.

9.04 The vacation period shall be determined by mutual agreement between the Union and the Company each year no later than March 31st and will usually be two (2) weeks in the summer months. When production demands are such that a vacation shutdown cannot be scheduled, the Union will be advised and vacations will be scheduled based on seniority taking into consideration the preferences of the employees. The vacation request forms shall be handed out by March 31st each year and returned by each employee by April 15 of each year. The forms will be reviewed and

returned by the foreperson by May 1 each year. Request forms handed in after April 15 will be considered at first come first serve.

Commencing September 30, 2021, and going forward, employees must submit their vacation requests by September 30th each year and the Employer shall return such requests by October 10th of each year. Requests forms handed in after September 30th will be considered on a first come first served basis.

9.05 All monies received from Workers' Compensation will be considered as earnings in computing vacation pay.

9.06 All vacation time entitlement beyond 2 weeks will be taken at the discretion of the Company, but it is not compulsory and may or may not be taken at the discretion of the employee. Vacation time scheduled beyond the 2-week entitlement will be allocated according to plant wide seniority.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 By mutual agreement between Management and employee, any employees covered by this agreement will be considered for a Personal leave of absence. All requests for leaves of absence must be in writing and approved by the Supervisor or other designated representative of the Company. No leave of absence

shall be valid for more than three (3) consecutive months, except in the case of illness or injury. Leave requests must identify the duration and a return date. Benefits will continue for the balance of the month the request is made and the month following.

10.02 Any seniority employee who is unable to work because of accident or sickness requiring a doctor's care shall be entitled, on application, to a leave of absence provided, however, that in order to obtain such leave of absence a physician must certify in writing that such employee is unable to work by reasons of illness or accident, and in order to keep such leave of absence in effect, a physician's certificate must be renewed at thirty (30) day intervals. All employees returning from such leave of absence must be approved in writing by a doctor satisfactory to the Company and the Union before they may return to work again.

10.03 A seniority employee who has been granted leave of absence because of illness or injury and wishes to return to work will be re-instated in their former position, if available, on their return to work and if they are physically and mentally able to carry out their regular duties. If their former position is not available any longer, they will be placed in a position generally similar in line with their seniority and ability. If they are unable to carry out their regular duties, the Company will endeavour to provide suitable work for them within the plant.

- 10.04 The Company will allow members of the Union, not exceeding three (3) in number, reasonable leave of absence without pay to attend conventions and conferences.
- 10.05 An employee with seniority standing will be granted leave of absence for full-time employment with the Union for a period not to exceed one (1) year. This leave of absence will be extended by the Company at the expiration for one (1) year and provided further that application for such leave extension will be made thirty (30) days prior to the termination of such leave of absence.
- 10.06 Any leave of absence shall end on the first day the employee on leave returns to work and the Company will notify the Union of any extension of a leave of absence before such extension is granted.
- 10.07 Any seniority employee who has received a leave of absence and accepts other employment during such leave of absence without the mutual consent of the Company and the Union shall be subject to discharge.
- 10.08 Any member elected into office at Local 636 will be given a leave of absence "time as needed" with no loss of seniority, benefits or pension. The Employer will continue to pay the elected officer and bill the Local accordingly.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 It is agreed the following days will be recognized as statutory holidays:

Good Friday	Canada Day
Victoria Day	Thanksgiving Day
Labour Day	Family Day (February)
Civic Holiday	
One (1) day Floater (All employees will take the same day.)	

The following Christmas schedule:

2020	-	December 24th, 25th, 28th, 29th, 30th, 31st and January 1st
2021	-	December 24th, 27th, 28th, 29th, 30th and 31st
2022	-	December 26th, 27th, 28th, 29th, 30th, and January 2nd

11.02 For all holidays, seniority employees will be paid the day's pay at regular hourly rate when not worked, provided the employee has worked the last regular shift required prior to the holiday and the next regular day's work required following the holiday.

11.03 Employees required to work on a statutory holiday will be paid two (2) times regular rate plus the regular day's pay granted for the holiday.

- 11.04 Employees will receive their birthday off as a paid floater day. The actual day of their birthday will be automatically scheduled. Should the birthday occur on a Saturday then the birthday will be taken on a Friday. Should the birthday occur on a Sunday then the birthday will be taken on a Monday. Should the Birthday occur during a shutdown (i.e. summer or Christmas), the employee will take the birthday directly before or after the shutdown, whichever is closest to the actual birthday. Employees may request an alternate day in the month of their birthday. The request must be handed in no later than the 1st day of the birthday month. The Company will approve the alternate day based on manpower. Should the employee decide not to take their birthday day off in the month of their birthday, for any reason, they will be automatically paid the full days wages the pay period before Christmas Day.

ARTICLE 12 - NO STRIKE CLAUSE

- 12.01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit down, stay in, or slowdown in any plant of the Company, or any curtailment of work or restriction of, or interference with production of the Company.
- 12.02 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any form of the operation of the

Company until all of the grievance procedure outlined herein shall have been exhausted, and not even then, unless authorized by the National Executive Board of the Union, and a copy of such authorization shall have been delivered to the Company. The Company will not cause or sanction a lockout until all the grievance procedure outlined herein shall have been exhausted.

ARTICLE 13 - GENERAL

- 13.01 The Union shall have the right of assistance of Union Representatives or National Representative in regard to any matter coming up before a meeting of Management and Union. Union Representatives or National Representative shall not enter premises of the Company to discuss any matter with employees without first securing permission of Manager, or such person authorized by Management to give such permission. The Company will not withhold permission on matters concerning proper Union business.
- 13.02 Bulletin boards will be provided by the Company for the use of the Union for calling meetings, etc. and all notices shall have the approval of Management.
- 13.03 The Company will give each employee their pay via direct deposit to the bank account of the employee's discretion every Thursday morning, with confidential copies to the employee no later than the end of the shift.

- 13.04 The Company agrees to put up a first aid box properly equipped to take care of any emergency that may arise.
- 13.05 Smoking will be permitted in designated smoking area as provided for in the *Occupational Health and Safety Act*. It will be the responsibility of the Health and Safety Committee to make suggestions to management for the location of a smoking area. Smoking will not be permitted when it constitutes a fire hazard and when such action interferes with productivity and production or is in conflict with the *Occupation Health and Safety Act*.
- 13.06 **Bereavement Pay**

The Company will allow five (5) days absence with pay in the event of the death in the seniority employee's immediate family: spouse, child, common-law spouse, step-children, mother, father, brother and sister; three (3) days for mother-in-law, father-in-law, grandparents, grandchildren; two (2) days for sister-in-law and brother-in-law, son-in-law and daughter-in-law; and one (1) day for aunt and uncle, niece and nephew for day of funeral.

13.07 **Tuition Refund**

The Company agrees to pay any tuition fee for a seniority employee taking courses related to their employment upon successful completion of the course. Preapproval is required for all Company refunded tuition.

Employees are required to enroll themselves in the course and pay for the entire course. The employee will submit a school transcript indicating their final passing grade to the Company. Upon review and confirmation that all criteria have been met, the cost of the course will be reimbursed 100% on the next payroll cycle, providing submission of receipts are received by the payroll cut-off time. Supplies, parking fees, etc. are not reimbursable.

As per current practice, the Employer is to pay for courses and course fees for all training during company time. Employer will provide for all in-house training to be done at the work location and will be paid by the Employer.

13.08 **Personal Protective Equipment**

The Company agrees to provide protective clothing, gloves and safety glasses so that employees can work safely. The Company will pay the cost of safety shoes up to two hundred (\$200) dollars once per year in each year of this agreement.

Should the employees' boots become damaged from work activities, the Employer will be responsible for replacing them. Any employee who has not used the full amount of the boot allowance on the first pair of boots will be allowed to use the remainder of the boot allowance on purchasing a second pair.

The Company will pay the cost of prescription safety glasses up to a cost of three hundred (\$300.00 once every two (2) years, if required. In the event that the safety glasses are accidentally broken on the job, then the Company will pay for the replacement or repair.

The Company shall provide all seniority members custom molded ear protection. The Company has agreed to pay the initial cost of the molded ear protection. Should the seniority member lose or damage the molded ear protection, the replacement will be covered by the seniority member via payroll deduction. Molded ear protection will become mandatory once they are issued to the seniority member.

13.09 Trades Tooling Allowance

The company will provide up to \$300 tooling allowance per year over the duration of the contract to each tradesperson for tools required on the job. Prior company approval and receipts required.

ARTICLE 14 - REPORTING FOR WORK

- 14.01 It is agreed that the Company will pay four (4) hours pay at regular rate to an employee who is allowed to report for work but for whom no work is available, provided the reason no work is available has not been caused by fire, flood, power shortage, Union dispute or any condition which is beyond the control of the Company.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 The Company recognizes its obligations to provide a safe and healthy environment for its employees. The company and the Union will cooperate in maintaining a safe plant through the CSL Health & Safety Program and OHSA.
- 15.02 The Company and the Union agree to comply with the *Occupational Health and Safety Act*, and Regulations for Industrial Establishments which includes a Jointly Administered Health and Safety Committee.
- 15.03 The Health and Safety Committee will be comprised of two (2) members of each party to discuss any matters pertaining to safety, to inspect all areas of the plant and to report their recommendations to Management. The Committee members will be paid at their applicable hourly rate for their time spent. Meetings will be set by mutual agreement but shall not be held less than one

(1) per month.

- 15.04 The Company will ensure at least one (1) Union Representative on the Joint Health and Safety Committee will be certified as per the *Occupational Health and Safety Act of 2000*.
- 15.05 The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the Health and Safety Program and shall promote compliance with appropriate laws and regulations. The Company shall take into consideration the recommendations of the Committee.
- 15.06 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- 15.07 The Company will provide training, where required, as deemed necessary by the Joint Health and Safety Committee and the Company to maintain a safe and Healthy work environment.
- 15.08 *Section 43: Employees will have the right to refuse unsafe work in accordance with the provisions of the Occupational Health and Safety Act that is in effect as of September 1, 1995.*



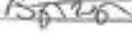
- 15.09 The Company will maintain a Return to Work Program, which will not be modified without the consent of the JHSC.
- 15.10 The National Health and Safety Representative shall be permitted to visit the workplace upon prior notification.
- 15.11 The Company upon request from a JHSC member, will make available to them the results of any plant or equipment testing given for health and safety purposes.

ARTICLE 16 - DURATION OF AGREEMENT

- 16.01 This agreement is effective the 20th day of October, 2020 and remains in effect until the 19th day of October, 2023 and from year to year thereafter unless either party to this agreement advises the other party of its desire to terminate the agreement. If such notice is given, it must be given within ninety (90) days prior to termination date. Such termination date shall become effective on the termination date set forth.
- 16.02 Should either party wish to amend this agreement, notice shall be given, in writing, within ninety (90) days prior to the termination date, setting forth matters to be amended. It is agreed the parties shall meet within twenty (20) days of receipt of amendments or within such period as is mutually agreed upon.

Signed this 15 day of October, 2020.

FOR CANADA STAMPINGS LTD.

FOR UNIFOR LOCAL 626





AB/1000342

APPENDIX A - EMPLOYEES AND DEPENDENTS BENEFITS PROGRAM

1. **EMPLOYEES AND DEPENDENTS**

(a) **Insurance**

Life Insurance – annual income - employees only

Accidental Death and Dismemberment - equal to life insurance volume Dependents Insurance - spouse \$12,500.00; children \$12,500.00

(b) **Dental** - \$0 deductible per year

The dental plan coverage is an excellent basic plan. Benefit levels are based on current year lag of the ODA set rates.

All Dental coverage to be delayed eligibility until a new employee has achieved one year seniority.

Some of the coverage includes:

1. Oral examinations
2. Bitewing x-rays
3. Prophylaxis (light scaling and polishing and fluoride treatment)
4. Oral hygiene instruction

5. Full mouth x-rays
6. Fillings (amalgam, silicate, acrylic and composite)
7. Minor surgical procedures, simple extractions and post-surgical care
8. Complicated extractions, including impacted teeth and residual roots
9. General anesthesia in connection with oral surgery
10. Routine diagnostic and laboratory procedures
11. Space maintainers
12. Crowns
13. Dentures at 50% co-pay and denture repairs, relines and re-bases to a pooled maximum of \$1,750.00.

Employees are required to pay the dental bills and then apply to the insurance company for reimbursement. Pay direct basis with no charge may be worked out with the employee's own dentist. Otherwise, submit standard O.D.A. form when completed to Canada Stampings Ltd. for approval.

- (c) **Drug** - \$2.00 drug card with a \$10 dispensing fee cap, per use.
- (d) **Vision care** - \$350.00 per employee or dependent once every 24 months with

\$90.00 every 24 months for eye examinations for employees or dependents not covered by OHIP. Full coverage for each health practitioner

(e) **Retiree coverage** for essential drugs only at 50% co pay for ages 60-65 and during the lifetime of this three year collective agreement only to a max of \$1500 per year.

(f) **General**

Each employee receives their own identification card for drug plan and hospitalization purposes.

All full-time employees can join the plan without proof of health.

The Company reserves the right to select or alter the carrier of any benefit program provided the same level of benefits is maintained and provided, further, that the Union shall be notified in advance and shall have the right to make representation to the Company with respect to any proposed changes.

2. EMPLOYEES ONLY

(a) Weekly Sick Benefit Plan

The Company agrees to self-insure the EI waiting period to a maximum equal to the EI coverage for first 1st day Accident, Hospitalization and Day Surgery in an approved Hospital as an in-patient, fifth (5th) day sickness for a maximum of two one (1) week duration until EI coverage begins. Eligibility for such coverage will consist of conditions as provided by the Company, (which are equal to the previous STD coverage qualifications). The Company will advance the employees the STD waiting period prior to E.I. approving the claim. However, in the event the claim is denied, the employee will be responsible for reimbursing the Company for such advance.

(b) Long Term Disability Plan

The Company agrees to provide and pay the full cost of a long-term disability benefit plan to be supplied by an insurance company to provide two-thirds (2/3) of employee's gross wages per week to a maximum of \$1700.00 per month. This coverage to start immediately following any short-term disability coverage period and will extend to a maximum of 2

years for your own occupation and to age 65 for any occupation.

(c) **Group Retirement Registered Savings Plan/
Pension Plan**

The Company will contribute the following amounts for all compensated hours worked, or paid by the Company, into a Deferred Profit Sharing Plan:

October 20th 2020	-	\$1.85
October 20th 2021	-	\$1.90
October 20th 2022	-	\$1.95

The Employer contributions shall be remitted to the Plan by the Employer within 2 weeks after the end of the calendar month in which the pay period ends for which the contributions are attributable.

The employee may not withdraw from the DPSP any funds contributed by the Company while employed by CSL (Canada Stampings Ltd.).

Any errors with regards to payments of monies to the DPSP will be rectified on the following pay.

The Employer agrees to provide to the administrator of the plan, on a timely basis, all information as otherwise required pursuant to the Pension Benefits Act RSO 1990, Ch.p-8 as amended which the administrator/trustee may reasonably require in order to properly record and process DPSP contributions.

(d) **Tool Insurance**

The Company agrees to provide insurance against theft for employees' tools. Tools brought to the Company's attention immediately at the time of breakage will be replaced at an equivalent value in a timely manner.

(e) **Duration of Benefits**

Employees who, due to injury at work related injury and are receiving Workers Compensation benefits, will continue the benefits as herein provided, relating to Vacations and the Employee & Dependent Benefit program for the timeframe as per Section 25 subsection 1 of the *Workplace Safety & Insurance Act*, after the date of the injury.

Employees on short-term temporary layoffs

also have the benefit plans maintained to the end of the thirteenth week from the date of layoff.

Employees off work due to sickness or accident will have the benefit plan coverage for the period of weekly sick benefit entitlement (E.I. period for S&A). Employees who exhaust their weekly sick benefit coverage will have their benefit plans reinstated immediately upon their return.

(f) **Future Employment Insurance Rebates**

These improved benefits are accepted by the Union in satisfaction of any employee's share of future Unemployment Insurance premium rebates payable to employees, which rebates will then become payable to the Company.

APPENDIX B - Wage Schedule (effective October 20, 2020)

CLASSIFICATION	Rate per Hour	October 20, 2021 1.5%	October 20, 2022 1.5%
Tool & Die Maker	\$34.93	\$35.45	\$35.98
Maintenance Millwright	\$34.93	\$35.45	\$35.98
Maintenance Helper	\$27.06	\$27.47	\$27.88
Machinist	\$26.75	\$27.15	\$27.56
Press Set-up & Op	\$27.02	\$27.43	\$27.84
Press Set-up & Op Level 1	\$25.75	\$26.14	\$26.53
Press Operator	\$24.46	\$24.83	\$25.20
General Machine Op	\$21.17	\$21.49	\$21.81
Welder/Fabricator	\$25.36	\$25.74	\$26.13
Material Handler	\$23.48	\$23.83	\$24.19

On December 18th, 2020 a lump sum payment of \$500.00 will be paid to all employees.

Effective October 20, 2021, wage increase of 1.5%

Effective October 20, 2022, wage increase of 1.5%

The wage progression scale and time line for new hires is:

Effective immediately	-	80%
Three (3) months	-	90%
Six (6) months	-	95%
One (1) year	-	100%

This does not apply to Skilled Trades or Apprentices.

Shift Premium	C Shift (afternoon) -	
	Sixty-five cents (65¢) per hour	
	A Shift (midnight) -	
	Seventy-five cents (75¢) per hour	

Pay Period

All employees shall be paid on a weekly basis on Thursday in the a.m. The pay period runs from 12:01 a.m. Monday to 12:00 p.m. Sunday. In the event of an A (midnight) shift the pay period would begin at 11:01 p.m. Sunday (or whenever that shift starts for Monday) and end at 11:00 P.M. Sunday (or accordingly).

Lead hand premium	Production - \$1.50 in addition to the regular classification rate
	Skilled Trade/Tool Room - \$2.42 in addition to the regular classification rate

APPENDIX C - Cost of Living Allowance

Effective October 20, 2020, and thereafter during the period of this agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 2002=100, hereafter referred to as the “2002 Consumer Price Index” or “2002-CPI”.

In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 Index point-i.e. .05 and greater rounded upward and less than the .05 rounded downwards.

The COLA shall be computed using the three month average of the 2002 CPI for March, June, and September, as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

COLA adjustments will be made commencing the first pay period for the months of January, April, July and October of each year using the previous periods three month average increase for calculations due to the delay in available information. Therefore the first adjustment to be made in January, 2015 will be using October COLA information calculated on the July three month average information.

One cent (\$0.01) adjustments in the Cost of Living shall become payable for each .0756 increase in the Consumer Price Index.

Any COLA quarterly calculations that result in a COLA reduction, will be banked and applied towards future increases before a payout would occur.

For purposes of this Collective Agreement, any paid COLA shall be treated as a float and will not be incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same basis as the Index for 2002.

There is no COLA carried forward from the previous contract.

COLA increases for the 1st year, 2nd year and 3rd year of this agreement will be capped at 30 cents increases in each year individually. COLA will be rolled into the base rate at the end of each year of this Collective Agreement.

APPENDIX D – Apprenticeship Program

A. Definitions

1. The term “Company” shall mean Canada Stampings Ltd. Woodstock, ON.
2. The term “Union” shall mean the duly authorized representatives of Unifor and its Local Union 636.
3. “Apprentice” shall be 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 Province of Ontario as an Apprentice.
4. “Committee” shall mean the Joint Apprentice Committee organized under these Standards.
5. “Standards of Apprenticeship” shall mean this entire document and all of these definitions.

B. **The Committee**

The Joint Apprenticeship Committee shall be composed of, as a minimum, a Company member, a Union member and a trade member.

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.
2. To accept or reject applicants for apprenticeship.
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 the apprentice is delinquent in their progress.
6. To offer constructive suggestions for the improvement of training on the job.
7. In general, to be responsible for overseeing the operation of the apprenticeship program and the successful completion of the apprenticeship by the apprentices under these standards.

C. Criteria for Selection and Entry

In order to be eligible for acceptance in CSL's apprenticeship program, the candidates must meet the following criteria:

1. Current employees of CSL must have successfully completed a grade 12 technical program or equivalent and the applicable Level 1 and Level 2 courses before they can apply for an apprenticeship position.
2. Applicants who are currently not employees of CSL must have successfully completed a grade 12 technical program or equivalent. They must have successfully completed Level 1 and Level 2 courses in an applicable Ministry recognized College apprenticeship program. Apprentices entering from the OYAP or similar programs will be granted 500 hours against their total required time providing the program they have completed matches the trade in which they wish to apprentice. OYAP applicants must have successfully completed the Level 1 and 2 courses applicable to the trade they are entering.
3. Candidates who have previous employment experience deemed acceptable to the Committee, and as allowed by the Ministry

may be allowed credit for applicable time in the trade. Previous experience may have been gained under an apprenticeship program but not in a trade school or vocational school. Non-apprenticeship time may be considered.

4. Exceptions may be made by the Committee for individuals who have unusual qualifications that may apply to the apprenticeship
5. Candidates must display an acceptable positive attitude toward the trade to be accepted.
6. Candidates who have been determined by CSL and its Apprenticeship Committee as being unsuccessful in their attempt at completing CSL's apprenticeship program, will not be allowed to re-enter the apprenticeship program in the same trade and will be re-assigned work as outlined in the letter of understanding regarding apprentices.

D. Criteria for Performance and Attitude

Accepted candidates must meet the following criteria for performance and attitude.

1. All candidates must exhibit the following behavior:
 - (a) Demonstrate an ability to learn.

- (b) They must be reliable.
- (c) Their work must be satisfactory and at a level applicable to The apprenticeship time put in the trade.
- (d) They must exhibit positive interest in their trade, their work and their education.
- (e) They must exhibit proper conduct to CSL standards.
- (f) They must attend their required classroom instruction regularly.
- (g) They must work to CSL safety standards.
- (h) Must follow all CSL rules pertaining to all CSL employees, unless stated otherwise by the Committee.

2. All apprentices may be required to work the same hours and will be subject to the same conditions regarding overtime and shift work as the skilled tradesmen employed by CSL. The language in the Contract will govern overtime work. Of total overtime time worked by an apprentice only those actual hours spent working in the trade to be considered training time.

3. It is preferred that candidates complete the required Level 3 courses after they have completed 4000 hrs of training and before 7000 hrs. The courses should be completed

within a time frame that allows the candidate to complete a refresher course before writing the Ministry exam. The Company recommends that the Candidate complete the refresher course or the level 3 courses through the week or on weekends working around regular work schedules. Special provision for acquiring final classroom training may be granted providing the production level at that time will allow the release of the Apprentice for that time frame. It is the responsibility of the apprentice to apply and register for the required courses so the above requirement may be satisfied. The apprentice will notify the supervisor and the Committee in a timely manner.

4. **Pay Scale**

Apprentices will be paid according to the schedule listed in Appendix B of this collective agreement and section H of this Appendix.

The apprentices' advancement in the pay scale will be based not just on their accumulating hours of work but on whether or not they have successfully acquired the skills and knowledge expected of them at each plateau.

The final 10 % will be paid when the apprentice has successfully passed the Ministry exam

and successfully completed the CSL program as determined by and signed off by the Committee.

NOTE: Apprentices will not be allowed any more than two attempts to successfully write the Ministry exam. The second attempt must be within six months of the initial attempt. Failure to do this will result in removal from the CSL apprenticeship program.

Apprentices may be held at a specific rate of pay if the apprentice has not acquired the skills expected of them after a specific number of training hours. i.e. if the apprentice has accumulated 3000 hrs training but does not yet have the skills expected of an apprentice with 3000 hours training then their rate of pay will be frozen until the required skills are demonstrated (See paragraph D 5).

5. The Trade Supervisor and the Committee will review and document the apprentice's progress on a quarterly basis. Documents will be held in the apprentice's training file. If the apprentice's progress is deemed to be unsatisfactory after 2 successive quarterly reviews, the apprentice will be required to explain to the Committee why they have failed to progress as expected. If the explanation is

deemed to be unsatisfactory, the apprentice may be asked to withdraw from the program.

6. The ratio of apprentices to Journeymen will be held to no more than one apprentice to four Journeymen. This ratio may be reviewed by the Committee as the workload of the Company changes.
7. Apprentices may be part of an exchange program established between CSL and other Tool Shops. Details of exchanges will be worked out at the time of the exchange.
8. The training program will be selected to reflect the requirements of the Ministry of Training Colleges and Universities.
9. CSL will base its apprentice training on the CSL training program guidelines. The CSL Tool Maker program will be specifically based on the program produced by the PMA's Tool & Die Training and Assessment System as the basis for training toolmakers. The training program will be centered on PMA Appendices III, Recommended Areas of Study and IV, Apprentice Work Schedule.

Training and experience gained by the apprentice prior the beginning with CSL (OYAP,

etc.) will be reviewed by the Committee and credit for this experience may be given.

Those areas of the PMA program which cannot be provided by CSL will be noted and the Committee will endeavor to enable apprentices to obtain this training for its apprentices.

The program may be altered by CSL or the Committee as required through the Committee process.

10. Apprentices will be tested at least at the intervals determined in the PMA program. A passing criterion will be established prior to each test and will be comprised of at least the following; time required to complete, amount of supervision required, and the quality of the completed work. Tests may be either written or practical or both. Apprentices may or may not receive prior notice that they are being tested.
11. Programs for other trades will be established, as the need arises, and will be comprised of a similar type of curriculum and testing regimen similar to the PMA program used for apprentice Tool Makers.

12. If apprentices elect to withdraw from the apprenticeship program, but remain employed by CSL, then they will be treated as indicated in the Letter of Understanding regarding apprentices.

13. Any time accumulated by apprentices working in jobs that are outside their trade at CSL will not be included in their apprenticeship hours.

14. Apprentice's seniority, rights to benefits and termination will be as outlined by the Collective Agreement.

15. Apprentices may apply to transfer from one trade apprenticeship to another trade apprenticeship at CSL if that alternate apprenticeship is available and there is an opening. Applications for transfer may be made before 2000 hrs have been completed but not after. Where applicable, credit for hours and skills acquired during one apprenticeship may be applied to the new apprenticeship at the discretion of the Committee.

E. **Supervision**

The apprentices will come under the direct supervision of the Trade Supervisor.

F. **Tools**

The apprentices will be responsible for their own tools. The Company will assist the apprentice in procuring, sourcing, and the selection of pertinent tools.

G. **Tuition/Classroom Time Remuneration**

The Company will reimburse apprentices for books and course tuition for the successful completion of Level 3 and refresher courses as per Company policy at the time. Approval to take these courses must be granted prior to partaking in the courses and proof of passing is required before payment will be made.

The Company will work with the apprentice to allow the best scenario for time off to attend training as per paragraph D 3.

The Company will advance apprentice \$350/week while on a school block course (normally 8 weeks), to cover the EI delay, up to an amount equivalent to 80% of the apprentices current vacation accrual at the time. The advance will be paid back to the Company as soon as the EI payments are received or immediately in the

event of failure to finish the course successfully or out of the vacation accrual if the apprentice quits.

H. Wages

Tool & Die Apprenticeship Pay Scale and Progression Plan				
	Current Full Rate			Effective Date
80%	Start Rate			May 1/17
81.00%		1000 hrs	+ Pass Skills & Abilities Test	
82.00%		2000 hrs	+ Pass Skills & Abilities Test	
83.00%		3000 hrs	+ Pass Skills & Abilities Test	
84.00%		4000 hrs	+ Pass Skills & Abilities Test	
85.00%		5000 hrs	+ Pass Skills & Abilities Test	
86.00%		6000 hrs	+ Pass Skills & Abilities Test	
88.00%		7000 hrs	+ Pass Skills & Abilities Test	
90.00%		8000 hrs	+ Pass Skills & Abilities Test	
100.00%	Full Rate	Successfully write and obtain ticket		

APPENDIX E – Supplemental Workforce

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 agree to utilize the temporary workforce for legitimate business reasons such as, to backfill absences planned (vacations/leaves of absences/banked time, etc.) or unplanned (unscheduled call-ins) and/or temporary increased customer demand for up to three (3) months or longer if mutually agreed to by the Company and Union.

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 \$17.00 per hour.

TPT employees will only be eligible for time and a half times their hourly rate of pay for hours worked over forty (40) hours in a work week.

TPT employees will pay union dues as per Article III of the collective agreement.

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 no

priority for any full-time positions. The terms and conditions of the Collective Bargaining Agreement do not apply to the TPT employees.

TPT employees must be at least 18 years of age.

The maximum number allowed of TPT's will be offset by Paragraph 1 but a maximum of 10, and may be increased by mutual agreement with the Union Chairperson and the Company.

TPT employees will not be allowed to work overtime on scheduled working days without the Company first exhausting all full time active employees on the shift. On non- scheduled working days, TPT employees will not work overtime without the Company first offering the opportunity to all full time active employees as per our overtime agreement.

Upon ratification, a TPT who has been actively employed by the Company for six (6) months will automatically be hired as a new employee, provided there is an open position. Periods of inactive service are not included in the calculation listed above.

Students and Co-Op students are included in Appendix E and all above rules will apply. The children of Canada Stampings employees will take precedent when hiring students and/or Co-Op students.

The Chairperson will be given a list (except for unknown absence) when the weekly schedule is posted of all TPT's and who they are replacing.

APPENDIX F – National Day of Remembrance and Action on Violence Against Women

The Company agrees to announce on December 6th at 11 am each year that we should take a moment to remember the women that were killed in the Montreal Massacre, as well as the missing and murdered Indigenous Women.

APPENDIX G - Preferential Hiring

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

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

APPENDIX H - Notice of Commercial Contract Renewal

The Company and the Union recognize that the renewal of commercial contracts, and bidding on new work, are ongoing and a regular feature of business. Furthermore, the parties agree that the Union can have a constructive role in securing existing and new work. The Company commits to provide the Union with a minimum of six (6) months' written notice of the expiration of any commercial contract that has the potential to negatively impact 10% or more of the bargaining unit workforce. When such notice is provided, the Company will meet with the Union within thirty (30) days to discuss developments.

APPENDIX I - Non-Discrimination/Harassment

CSL and the Union are committed to the prevention of Workplace Violence, Harassment and Sexual Harassment and are committed to providing a workplace in which individuals are safe and treated with dignity and respect. There will be a zero tolerance for Workplace Violence, Harassment and Sexual Harassment.

The Employer, employees and the Union agree to conduct their affairs in accordance with ALL Government Legislation which effects a person's Human Rights and agree that there shall be no discrimination based on sex, sexual orientation, gender identity or gender expression, age, marital status, family status, handicap, record of offences, race, colour, creed, criminal record, national or ethnic origin, ancestry, citizenship, and political opinion. The Employer and the Union agree that there will be no intimidation,

harassment, discrimination, interference, restrain, or coercion because of membership or activity in the Union or lack of membership or activity in the Union.

The Employer agrees to maintain a Harassment, Sexual Harassment & Violence in the Workplace policy and to keep it current with any new legislation which may be passed going forward. The Employer agrees to follow and enforce the Harassment, Sexual Harassment & Violence in the Workplace policy. The Union and employees shall cooperate with the Employer in this regard.

Where the term 'spouse' or 'partner' is used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least six months in duration (except for benefits), including a person of the same or opposite sex.

The Employer agrees to outline measures to Control the Risks, Measures for Summoning Immediate Assistance and Measures for Reporting Incidents of Workplace Violence, Harassment & Sexual Harassment. The Employer agrees to communicate to all employees the Workplace Violence, Harassment & Sexual Harassment Policy and procedure. The joint committee for all investigations regarding Workplace Violence, Harassment & Sexual Harassment Policy will consist of: employer, worker health and safety representative, management, and the union chairperson or other.

The Employer agrees to review the Workplace Violence, Harassment & Sexual Harassment Policy annually in conjunction

with the JHSC and develop/implement recommendations to ensure continual improvement. All changes to the Workplace Violence, Harassment & Sexual Harassment Policy will be communicated to the Union prior to implementation.

APPENDIX J – Social Justice Fund (SJF)

The Company agrees to pay into a special fund \$ 0.02 cents per Employee for all compensated hours 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**

APPENDIX K – Paid Education Leave (PEL)

The Employer agrees to pay into a special fund \$500/year for the purpose of training elected Union Officers. The money will be sent to the National Union at the following address.

**Unifor Paid Education Leave 205 Placer Court
Toronto, Ontario M2H 3H9**

The Union agrees to provide a Union leave of absences for Employees to attend one of these courses.

APPENDIX L – Domestic Violence Language

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

Absences which are not covered by sick leave or disability insurance will be granted as an absence with permission with pay.

APPENDIX M – Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual

and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

Letter of Understanding Press Operator Classification October 20th, 2017

Machine Operators (now called Press Operators-new job description supplied) with seniority date prior to October 20, 2014 shall be paid the new Press Operator rate while operating those non-automated machines as per the General Machine Operator job description have until October 20 2015, (1 year) to request the opportunity for cross training to the automated press line operation. Training shall be as per 20 day requirement under clause 7.05 of the collective agreement to prove ability and have skillset signed off. Failure to do so will eliminate the right to bumping rights into assignments to the automated press lines under the press operator classification during work reduction and layoff or promotions.

Signed this 14th day of October, 2020.

FOR CANADA STAMPINGS LTD.





FOR UNIFOR, LOCAL 636

