

Collective Agreement
Between



The International Association of
Machinists and Aerospace Workers Local
Lodge 1975, District Lodge 78
(hereinafter referred to as “the Union”)

&

GKN Sinter Metals- St Thomas LTD
(hereinafter referred to as “the Company”)



SALARY BARGAINING UNIT

May 29, 2017 - May 31, 2020

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE 1	PURPOSE	
ARTICLE 2	RECOGNITION	
ARTICLE 3	COLLECTION OF UNION DUES	
ARTICLE 4	RESERVATION OF MANAGEMENT RIGHTS	
ARTICLE 5	EXPRESS WAIVER	
ARTICLE 6	RELATIONSHIP	
ARTICLE 7	NO STRIKES OR LOCKOUTS	
ARTICLE 8	OFFICE COMMITTEE	
ARTICLE 9	GRIEVANCE PROCEDURE	
ARTICLE 10	DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE CASES	
ARTICLE 11	SENIORITY	
ARTICLE 12	LOSS OF SENIORITY	
ARTICLE 13	PROBATIONARY EMPLOYEES	
ARTICLE 14	LEAVES OF ABSENCE	
ARTICLE 15	SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS	
ARTICLE 16	GROUP INSURANCE AND HOSPITALIZATION	
ARTICLE 17	HOURS OF WORK	
ARTICLE 18	OVERTIME	
ARTICLE 19	REPORTING PAY	
ARTICLE 20	CALL BACK TIME	
ARTICLE 21	SHIFT ALLOWANCE	
ARTICLE 22	SHIFTS ASSIGNMENTS	
ARTICLE 23	JURY DUTY	
ARTICLE 24	BEREAVEMENT PAY	
ARTICLE 25	HOLIDAYS	
ARTICLE 26	VACATIONS	
ARTICLE 27	JOB CLASSIFICATION AND SALARY RATES	
ARTICLE 28	SAFETY PRECAUTIONS, SPECIAL CLOTHING AND SHOP RULES	
ARTICLE 29	SUPERVISORS BARGAINING UNIT WORK	
ARTICLE 30	UNION NOTICE BOARD	
ARTICLE 31	PENSION PLAN	
ARTICLE 32	DISCONTINUANCE – TRANSFER WITHIN CANADA	
ARTICLE 33	EFFECTIVE DATE – DURATION	
ARTICLE 34	HARASSMENT AND DISCRIMINATION IN THE WORKPLACE	
ARTICLE 35	SCHEDULE “A” JOB TITLES	
ARTICLE 36	SCHEDULE “A” TECHNICAL	

ARTICLE 37	WAGE RATES
ARTICLE 38	LETTER OF INTENT – BUSINESS TRAVEL ETC
ARTICLE 39	SAFETY RULES
ARTICLE 40	RULES AND REGULATIONS

COLLECTIVE AGREEMENT

THIS AGREEMENT, made and entered into this the **8th day of March, 2017** by and between GKN Sinter Metals – St. Thomas Ltd., of St. Thomas, Ontario, hereinafter called the “Company” and The International Association of Machinists and Aerospace Workers, Local Lodge No., 1975 which represents under this Agreement, office, clerical and technical employees at the company’s St. Thomas manufacturing facility, hereinafter called the “Union”.

WHEREAS the Company and the Union made and entered into a Collective Agreement on the **8th day of March 2017** and whereas following timely notice of a desire to change the Agreement in certain respects, the representatives of the Company and of the Union have met, negotiated and have agreed the terms of a new Agreement as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain formal relations between the Company and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees, in accordance with the provisions of this Agreement. Additionally, since the Union recognizes that in order to continue to provide wages and benefits, the Company must be in a favorable cost position, the Union therefore agrees that it will not oppose the introduction of any new equipment or methods; or the improvement of any existing methods.

ARTICLE 2 - RECOGNITION

2.01 (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all office, clerical and technical employees in its St. Thomas, Ontario facility save and except for the following which are not subject to the provisions of this Agreement; namely, foremen, supervisors, manager and persons above the rank of foremen, supervisor and manager; secretaries to the plant managers; secretary to the treasurer; persons employed in the personnel department; students employed during the school vacation period and students employed on a cooperative basis with a university or community college; persons regularly employed for not more than twenty-four (24) hours per week; cafeteria staff; plant guards and hourly paid persons covered by a subsisting collective agreement with The International Association of Machinists and Aerospace Workers Local 1975.

For the purpose of clarity, plant nurses, assistant personnel manager, purchasing agent, chief process engineer, costs analysts, plant controllers, plant engineer, tooling coordinators, senior metallurgists and chief tool designer are excluded from the bargaining unit.

(b) The Union agrees that there will be no Union activity on Company time and no meetings on the Company's premises except with the permission of the Company.

The Company will supply the Union with a current list of managers and supervisors with authority to exercise discipline and indicate proper job titles such authority by department within each plant; provided however, that nothing in this clause shall be interpreted as limiting the authority of any manager supervisor to exercise such authority with respect to any employee.

(c) Nothing in this Agreement shall be interpreted as limited the Company in any way in the exercising of the regular and customary functions of management including the extension, limitation, curtailment or cessation of operation.

ARTICLE 3 - COLLECTION OF UNION DUES – (CHECK-OFF)

3.01 Subject to the provisions of the *Ontario Labour Relations Act*, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of her employment.

New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union in good standing as a condition of employment as soon as their probationary period has been served.

3.02 The Company agrees to deduct Union dues, beginning with the first pay, from all Union employees.

(a) The Company agrees to deduct Union dues in the amount prescribed by the Union, remitted by electronic fund transfer or cheque to the District Lodge of the Union upon completion of each month. The Company agrees to provide the Union with a list of deductions by employee each month.

(b) The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information from whose pay deductions have been made.

(c) All monthly dues for members to be submitted in alphabetical order by name with hourly rate, total hours, dues deducted and employment status;

(d) New members to be listed in alphabetical order with current address, postal code, phone number, date of hire and employment status.

(e) The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union. The Employer will show the amount of the dues deducted on T-4 slips issued to employees.

(f) The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiations fees for Union members only.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 It is agreed that the Company possesses (except to the extent that they are specifically relinquished or modified by a clear and express provision in this Agreement that the Management has relinquished them) complete and unrestricted rights, powers, privileges and authority over all matters relating to the Company, the Company business, the employees and the employment relationship.

4.02 By way of illustration, but not by way of limitation the following are listed as some of the rights retained by the Company. The Company has the complete and sole right to:

Supervise, direct and control the work force.

Hire, promote, demote, transfer, classify and reclassify, terminate, layoff and recall.

Suspend, discipline or discharge for just and proper cause.

Determine and from time to time re-determine (including the right to introduce change, alter, substitute, replace, develop, regulate, control, add to or eliminate):

The numbers, locations, types and operations of its plants (including divisions and departments thereof).

When the whole or any part of its operations shall function, be altered, halted or be discontinued (either temporarily or permanently).

The methods, means, processes, standard facilities, equipment and materials for manufacturing, distributing, servicing and marketing.

The products to be manufactured, serviced or marketed and the extent and scheduling of manufacture, servicing or marketing thereof.

The sources of services, materials and supplies.

The assignment of work.

The levels of satisfactory work performance.

The size and composition of the work force.

The marketing, servicing, advertising and pricing of products and customer relations.

All financial and fiscal policies, actions and procedures.

Accounting procedures and practices.

The organization of management (including the selection and assignment of supervisory personnel).

The hours of work.

The work content of job classifications.

The qualifications of employees.

The assignment (either permanently or temporarily) of employees to job classifications.

The determination of the rules, policies and practices to be followed by each unit employee in connection with his employment with the Company.

Such rules, policies and practices will be communicated to the employees.

ARTICLE 5 - EXPRESS WAIVER

5.01 The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of employees in the bargaining unit during the term hereof and settles all demands by the parties during negotiations.

Accordingly, the parties each expressly waives the right during the term of this Agreement to demand, discuss or negotiate upon any subject without consent of the other party.

This section shall not limit the use of the grievance and arbitration procedure of this Collective Agreement. Differences over rates for new jobs arising during the life of the contract may be processed through the grievance and arbitration procedure.

ARTICLE 6 - RELATIONSHIP

6.01 (a) The terms of this Agreement and its conditions will apply equally to all employees who are subject to the provisions thereof.

(b) The Company and the Union recognize their respective responsibilities under Provincial and Federal Laws relating to hiring, promoting, advancing, assigning of jobs or with respect to any other term or condition of employment and will not discriminate against any employee because of membership or non-membership in the Union or anything which could be deemed contrary to the *Human Rights Code.*, the use of the masculine pronoun throughout this Agreement shall include the feminine.

(c) Should either party detect a situation or practice that it feels might be in conflict with statutory requirements, it shall be brought to the attention of the other party and the parties shall cooperate in an effort to end any practice that is, in fact, discriminatory.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly or individually engage in or participate directly or indirectly in any strike, slowdown, work stoppage, boycott or any other unlawful acts that interfere with the Company's operations or the production or sale of its products during the term of this Agreement: and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement. The Company retains the right to discipline or discharge any employee who violates this provision.

ARTICLE 8 - OFFICE COMMITTEE

8.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select an Office Committee to be composed of one (1) employees, whom shall be the Office Committee Chairperson. This member shall also serve as a Steward. The Union President, if requested, shall take part in any meetings of discussions with management. The Company will recognize and bargain with the said Committee on any matters concerning the application and/or interpretation of this Agreement, which may arise from time to time during the life of this Agreement and for the purpose of negotiating the renewal of the Collective Agreement. Committee shall increase by one (1) Steward for every increase of fifteen (15) bargaining unit employees.

(b) The Union recognizes and agrees that the Office Committee Steward will have regular duties to perform in connection with their employment and only such time as is necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement.

(c) Before leaving his regular Company duties, an Office Committee Steward must obtain the permission of his Manager or Supervisor to do so. He shall also report to the Manager or Supervisor of any department he thinks necessary to visit, stating his reasons for so doing and securing permission before entering. Permission will not be unreasonably withheld in either instance. When resuming his regular duties, he shall report to his Manager or Supervisor.

(d) The Union agrees to supply the Company with the names of those employees who are members of the Office Committee and will keep such list up-to-date.

(e) When an employee requests a Shop Steward for a work related reason, a Shop Steward will be provided.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Step I

Before any matter can be considered a grievance in keeping with the provisions of the grievance procedure, the matter will firstly be discussed between the employee, his Shop Steward and his Supervisor in an attempt to resolve the concern. Within a period of three (3) working days after the close of the discussion, the Supervisor shall render his written disposition on a Company supplied form, without prejudice or precedence.

9.02 Step II

If the concern is not settled as outlined above, it shall be considered a grievance in keeping with the provisions of the grievance procedure and shall be reduced in writing citing the specific Article grieved. It shall be signed by the employee and Shop Steward and then submitted to the Human Resources Manager or designate within seven (7) days of the written disposition rendered by the Supervisor. The Human Resources Manager or designate may meet with the Shop Steward involved and shall render his decision in writing within five (5) working days of the meeting.

Timelines may be extended by written mutual agreement between the Company and Union Representatives.

9.03 Step III

If the grievance is not settled to the satisfaction of the grievor and Union, the grievance committee shall request a meeting with Management and such meeting shall take place within ten working (10) days of such request. The Shop Steward involved in grievance shall be present at the meeting and the Grand Lodge Representative of the Union may be present if requested by either party. The Human Resources Manager or designate shall render his decision in writing within five (5) working days of the meeting.

Failing settlement under Step Three of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may request the grievance be taken to arbitration as hereinafter provided within ten (10) days of receipt of the last written disposition.

No person shall be appointed as arbitrator who has been involved in an attempt to negotiate or settle the dispute. However, this provision does not preclude an arbitrator from acting as a mediator, as provided for in the *Labour Relations Act*, if the parties consent.

An arbitrator shall have the power to enforce the written settlement of a grievance, as provided in the *Labour Relations Act*.

The decision of the Arbitrator shall be final, binding and enforceable on all parties, but in no event shall an Arbitrator be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement except to the extent this Agreement is found to be in violation of relevant legislation.

The party requesting arbitration shall indicate in its written request, the names of three (3) proposed arbitrators.

Within five (5) days thereafter, the other party shall answer either agreeing to one of the proposed arbitrators or naming three (3) alternate arbitrators for consideration.

If the parties cannot agree to an arbitrator, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as the sole arbitrator upon request of either party.

The parties will each pay one-half of the remuneration and expenses of the arbitrator.

It is recognized that upon mutual agreement, the parties may elect to use the mediation-arbitration procedure provided in Section 50 of the Labour Relations Act of Ontario.

9.04 Policy and/or Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees in the Union has a grievance, it may be submitted at Step Three of the grievance procedure. Such grievances must be submitted within ten (10) days after the Union first becomes or ought reasonably to have been aware of the grievance. Following this, a meeting will be scheduled as soon as possible at a time mutually agreed upon but within ten (10) working days. The Company's answer will be made within five (5) working days after the close of the meeting.

ARTICLE 10 - DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE CASES

10.01 (a) Any disciplinary action, which results in a written reprimand or loss of time, will be taken only in the presence of a Shop Steward unless it is necessary to take such action by mail, in which case, the Office Committee Chairman will receive a copy of the mailed notice.

The use of records of conversation to record a conversation between a supervisor and an employee shall not constitute disciplinary action under the above paragraph. Employees will be informed of the written record and they shall be available to the employee and steward upon request.

Disciplinary records will be removed from personnel files after one (1) year provided the employee has been discipline free for offenses of a like nature for the last year of active employment.

(b) A claim by an employee who has completed his probationary period that he has been discharged or suspended without sufficient cause shall be treated as a grievance, but a written statement of such grievance must be lodged with the Company (copy to the Grievance

Committee) within five (5) days after the Company's notification to the Union. The Company agrees to notify the Union, in writing, of all discharges or suspensions.

(c) If the employee's claim is found to be justified, then he shall be reinstated in his employment with such compensation for time lost as his regular rate of pay with no loss of seniority rights.

(d) If the employee's claim is found not to be fully justified, a mutually satisfactory settlement may be agreed upon by the conferring parties.

ARTICLE 11 - SENIORITY

11.01 Each of the parties hereto recognizes that employees within the bargaining unit are entitled to an equitable measure of security based upon length of service with the Company.

(a) It is agreed that in the event of any increase or decrease in the number of employees due to business conditions, employees with seniority shall be added to the payroll or laid off on the basis of occupational seniority insofar as is consistent with the efficiency of operations and the employee's ability to perform the work.

(b) The Company agrees to inform the Office Committee in advance of all layoffs.

(c) In the case of a temporary curtailment (defined as a layoff lasting three (3) days or less), employees affected may not be considered for transfer to other departments.

Where it appears that the curtailment will be more than temporary, adjustments in personnel (layoffs, transfers, demotions, etc.) will be made on the basis of occupational experience of record in the following sequence:

11.02 (a) The required number of employees in the job classifications affected with lowest seniority will be removed from their jobs.

(b) Any of these employees who have successful previous occupational experience of record (other than temporary) on other jobs in this bargaining unit and who have greater seniority than the employee on the job may exercise his seniority and replace the junior employee.

(c) An employee going from one classification to another shall be given a rate of pay within the rate range in accordance with his previous experience and qualifications.

(d) Exception to the procedure outlined above may be made where a serious operating burden would be imposed on the Company because of lack of experience or skill on the part of an employee who is unable to fulfil the requirements of a vacated job.

(e) Any employee who is required to be transferred because of conditions caused by reduction in the work force may prefer a layoff with seniority unimpaired provided, however, the employee observes the recall provisions outlined in Article 12.01 (c) and (d). This preference will be stated by the employee at the time the reduction in the work force takes place. When the job classification from which he elected to be laid off is increased, he will be recalled.

(f) Consistent with the above, any employee who has elected to be laid off may within thirty (30) calendar days following his layoff, notify the Company in writing that he wishes to be considered for certain jobs. Such employee will list the job(s) he wishes to be considered for with the understanding that refusal to accept one of his listed jobs will result in his being considered for recall only to the extent provided for and consistent with the recall provisions of the Agreement.

(g) Employees laid off by the Company through no fault or cause of their own shall be credited with their full accumulated amount of seniority provided they are called back to work within three (3) years from date of layoff.

(h) When calling back employees after a layoff or transfer caused by reduction of the work force, the most senior employee with occupational experience of record on the jobs affected will be returned to such jobs in the reverse order of layoff and/or transfer.

(i) Seniority lists will be revised and posted every six (6) months. Whenever two (2) or more employees begin work on the same day their placement on the seniority list will be determined according to alphabetical order by surname.

(j) The Company agrees for lay-off purposes that the President of Local Lodge 1975 and the Chairman of the Office Committee shall 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 for and willing to perform. The Company also agrees for lay-off purposes, beginning one hundred and eighty (180) days before the expiration date of the Contract until the date when negotiation of the new Contract is completed, that the Negotiating Committee shall be retained in the employ of the Company notwithstanding their position on the seniority list, so long as the Company has work available which they are qualified for and willing to perform.

(k) Employees indefinitely laid off due to the permanent closure of the Company's St. Thomas Plant, who are entitled to severance pay under the Employment Standards Act, R.S.O. 1980 as it read on May 19, 1992 and who elect or are deemed to have elected to receive severance pay will receive payment consistent with the act. Employees shall receive (1.5) one and one-half weeks for each year of service up to (26) twenty-six. Those with greater than (26) twenty-six years of service will receive (2.5) two and one-half weeks for each year of service over (26) twenty-six years.

ARTICLE 12 - LOSS OF SENIORITY

12.01 An employee shall lose his seniority standing and shall be deemed no longer an employee of the Company and his name shall be removed from all seniority lists for any of the following reasons.

(a) If the employee voluntarily quits his employment with the Company.

(b) If the employee is discharged and not reinstated pursuant to the grievance procedure herein.

(c) If the employee has been laid off for the following period:

3 months to 3 years – length of service recall from lay-off

3 years seniority and over – 3 years recall from lay-off

(d) If the employee has been laid off and fails to return within three (3) working days after he has been notified to do so by the Company, through Registered Mail or courier service, addressed to the last address on record with the Company. After receipt of notice to return to work employees may ask for and will receive an additional two (2) working days Leave of Absence. A longer Leave of Absence may be granted. It is the employee's responsibility at all times to keep the Company informed of his correct home address.

(e) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.

(f) If the employee is absent from work without notifying the Company for three (3) consecutive working days, except in emergencies.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 (a) All employees will acquire seniority after they have worked 450 hours. Employees will be regarded as probationary employees until they have acquired seniority as provided above. At the conclusion of his probationary period the employee's seniority shall be determined as of the date the employee started to work.

(b) If his probationary period is interrupted by layoff and if the probationary employee is brought back within six (6) months he will resume accumulation toward 450 worked hours. The Union shall be advised in writing when probationary employees acquire seniority.

(c) The Company may discharge any probationary employee with or without just cause and such discharge shall not be made a subject of grievance under the terms of this Agreement provided, however, that this section shall not be used to discriminate against any new employee on account of his membership in the Union.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 (a) The Company will grant leave of absence for bona fide illness or injury.

(b) The Company may grant personal leave of absence for legitimate personal reasons. Seniority on personal leaves will accumulate for a maximum of thirty (30) calendar days. Employees who apply for a personal leave of absence shall do so in writing. The Company shall reply in writing to the application for such leave within three (3) full business days from the time of receipt of the request. If no response has been given by the close of the 3rd business day, then the leave shall be considered approved.

(c) No such leaves for personal reasons will be authorized for more than two (2) years.

(d) Leaves for non-occupational medical reasons, including alcohol and drug abuse problems, or for industrial injury will be granted up to two (2) years. Employees granted such leaves will accumulate seniority during the leave of absence.

(e) Female employees who have at least thirteen (13) weeks of seniority, will upon request, be granted a Personal Leave of Absence Without Pay, for maternity leave. Such leaves of absence will be granted on a written request from the employee and may commence on the

last of the fourth month of pregnancy and shall terminate not later than four months after delivery or termination of pregnancy. Seniority will accumulate during such leave of absence.

The parties hereto, the Company, the Union and the employees represented herein, will be bound by the *Employment Standards Act*.

The Company will re-instate the employee returning from maternity or adoptive leave to his/her former job in accordance with seniority.

14.02 (a) The Company will grant a leave of absence without pay for reasonable periods to not more than one (1) employee to serve as a delegate of the Local Lodge for the transaction of Union business at all authorized conventions and or seminars endorsed by Local Lodge 1975 provided however, that this would not cause an operating burden.

(b) The Company will grant a leave of absence to not more than one (1) employee at any one time, to service a full time position with the Local or International Union. Such leave shall be requested by the Union in writing and shall be for a period of up to four (4) years, during which time seniority will accumulate. Failure to return to work at the end of such leave will result in termination of employment with the Company. Requests for leave of absence under this section shall be submitted in writing and countersigned by the IAM Grand Lodge Representative to the Human Resources Manager, at minimum, 2 weeks prior to the commencement of the leave.

In the case of request for time off, including all-employee Union meetings, the Union and/or the employee will provide the Company at least two (2) days of notice of the requested leaves through written request on a Company approved form to the Human Resources Manager.

(c) The Company shall grant leave of absence or time off to duly authorized Committee members or Officers for the proper transaction of Union business pertaining to Local 1975. In case of a request for time off, the Union will provide the Company at least two days of notice of the requested leaves through written request on a Company approved form to the Human Resources Manager.

It is understood that proper Union business is deemed to be that which pertains to the operation of the Local Lodge and the normal function of the Office Committee to deal with matters as outlined in Article 8.01 (a) of this Agreement.

Regarding limitations to time off for Committee members and Officers, the Union agrees to make every effort to limit the frequency and length of such leaves to the bare requirements and

will give serious consideration to any request by the Company to re-schedule such leave at a more suitable time so as to minimize any interruption of production.

Return from leave will be handled as if the employees were recalled after layoff.

14.04 The Union shall be provided with a copy of all authorized Leaves of Absences.

ARTICLE 15 - SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

15.01 (a) Promotions or transfers shall be based upon seniority, skill, experience, ability and related job qualifications (including but not limited to such things as work performance, conduct, attendance) of the employee as applied to the job in question. The most senior employee, satisfying the above qualifications, will be awarded the position.

15.02 Except as noted in Article 15.03 (a), the Company agrees that in the case of a permanent vacancy a notice will be placed on the main office board for a forty-eight (48) hour period, describing the vacancy and the essential qualifications required of applicants for that position. Postings are to be for approved jobs or postings will note that it is subject to corporate approval.

(a) Employees other than probationary employees, may make application for the posted vacancy on the forms supplied.

Job vacancies in Group A are not subject to the posting procedure. Where job progression exists within departments, job posting at the entry level only will be recognized. Job progression jobs are as follows: Process Technician, Quality Technician, Manufacturing Technician, Tool/Design Technician.

(b) The Company will recognize the bid of an employee who has been a successful bidding candidate within the preceding six (6) month period only if the job is not filled by a qualified bidder who has not been a successful bidder within the preceding six (6) months. However, if a successful bidder is removed from the job before six (6) months have elapsed due to a curtailment in operations, he may re-bid on a new job posting. If he is a successful bidder, it is understood that he forfeits his rights to his former job.

(c) A successful bidder will not be allowed to withdraw his bid after the posting is taken down without forfeiting his bidding rights for a six (6) month period. He may however, bid on another posted opening any time prior to being re-classified on the job to which he previously bid.

Where an employee has been awarded a job as a successful bidder but the job is cancelled before he is placed on it, he will be regarded as the successful bidder in case the job becomes available again within sixty (60) days of the date it was cancelled. If the employee is a successful bidder on another job during the interim he will have removed himself from the first job and the job will be reposted.

In those instances where there is no successful bidder, the Company may fill the job within sixty (60) days in any manner it so chooses.

(d) Candidates will be selected on the basis of qualifications as per paragraph (a) of this section.

(e) This procedure shall not apply to vacancies arising from a Leave of Absence or due to the illness of an employee.

Such a vacancy will not be permanently filled without having been posted under the provisions of this section in the event that a person does not return from a leave of absence when scheduled.

An employee who has been filling the position on a temporary basis will not be assigned the permanent opening on the basis of experience gained during the temporary transfer.

(f) An employee who is placed on a job through this procedure and is not able to perform satisfactorily and or wishes to remove themselves within three (3) months will be returned to their former job.

If he is removed after three (3) months he will be placed in a job consistent with his qualifications and ability to perform the work.

The vacancy thus created will be filled by the next qualified bidder until the list is exhausted.

(g) If a vacancy is not filled under the bidding procedure, those who are initially disqualified because of other sections of the bidding procedure will be considered according to the provisions of Article 15.01 (a) if they have signed a bidding form for the posted vacancy.

Any reductions of workforce shall be consistent with the current agreement provided they can hold a job in Group B or Group C. If not, employees will be protected on the basis of seniority in the Group A position.

15.03 (a) It is not the intent of the Company to use temporary transfers for such periods or frequency so as to avoid the posting requirements.

However, it is understood that nothing in the above posting procedure shall restrict the right of the Company to temporarily assign, transfer or hire an employee to fill a job where particular skills or experience are deemed necessary for that job.

(b) In order to be eligible to use the posting procedure, an employee must be available to accept the position, when needed, if he should be selected for the posted vacancy.

(c) In the event an employee becomes permanently physically or mentally unfit to perform the duties of his regular job, the Company will make every effort to retain such employees in its employ at such work which is consistent with the physical or mental condition of such employee. The compensation and other labour agreement shall be discussed and resolved by the Company and the Union.

15.04 (a) All postings will include qualifications. Copies of the postings will be given to the Office Committee Chairperson at the time of posting.

(b) The Office Committee Chairperson will be informed of a successful bid within seventy-two (72) hours after the posting has been taken down.

(c) Consistent with the above provisions an employee who is absent due to vacation, scheduled hospitalization or because of application of the bereavement pay section may, prior to such absence, fill out an absentee job bid form indicating the job(s) the employee is interested in. Should such job(s) be posted during the employee's absence, his absentee bid form will be considered as a job bid, upon the employee's return from such absence, his absence job bid form shall become null and void.

ARTICLE 16 - GROUP INSURANCE AND HOSPITALIZATION

16.01 The Company agrees to pay the full cost of the Group Insurance Plan, as follows:

(a) The Company agrees to provide employees life insurance coverage to one times basic annual salary (straight time rate times 1950 hours) rounded to the nearest 1000.

This insurance coverage includes Accidental Death and Dismemberment clause in the above amounts.

(b) The Company agrees to provide to every employee, with a minimum of five (5) years service, who retires to pension a paid up Life Insurance policy in the amount of \$10,000.00.

(c) The Company agrees to pay the full premium cost for semi-private hospital coverage for employees and their dependants during the term of this Agreement.

(d) The Company agrees to provide an Extended Health Care Program and will pay the premium therein during the term of this Agreement for the \$20.00 single and \$40.00 family deductible plan. As agreed, this coverage will be continued should the employee be traveling outside Canada. Major medical shall be capped at \$500.00 per service per family member for acupuncture, chiropractor & massage therapy.

(e) Drugs that are available over-the-counter (OTC) are not covered under the health care plan.

(f) Maximum dispensing fee for prescriptions is \$11.00 per prescription.

(g) The Company agrees to pay the full cost of a 1-1-8-52 Weekly Sickness and Accident Insurance Plan.

For all labour grades, 55% of gross basic weekly earnings with no UIC maximum.

NOTE: The first day of hospital includes day surgery or first day of hospital confinement, provided the member is hospitalized for at least one night.

(h) The Company will provide a Dental Plan based on a one year lag:

(i) Fringe benefit premium costs are paid by the Company, as outlined above, for all employees after they have completed their probationary period.

(j) Fringe benefit premium costs for employees on leave or layoff status will be continued as follows:

(k) All benefits continue for a period of up to two (2) years for maternity, industrial, medical and personal leaves granted.

(l) Life Insurance coverage is maintained in all cases for the entire length of the leave granted.

16.02 All benefits continue up to the end of the month following the month in which the layoff or Union leave occurred.

16.03 When an employee is absent due to industrial injury, he or she may make application for Sickness and Accident benefits pending payment from the Workplace Safety & Insurance Board. Employees wishing to receive Sickness and Accident benefits pending disbursements from the Workplace Safety & Insurance Board agree to, and will sign a consignment form which will allow repayment of all Sickness and Accident benefits once benefits are received from the Workplace Safety & Insurance Board.

ARTICLE 17 - HOURS OF WORK

17.01 (a) The normal business hours of work shall be from 8:00 A.M. to 4:30 P.M. For employees assigned to shift work the normal hours of work shall be 7:00 A.M. to 3:00 P.M. for the first shift; from 3:00 P.M. to 11:00 P.M. for the second shift and from 11:00 P.M. to 7:00 A.M. for the third shift.

(b) It is understood that job requirements may make it necessary to work hours other than noted above.

(c) The normal business hours of work shall be eight (8) hours per day and forty (40) hours per week and the normal hours for employees assigned to shift work shall be seven and one-half (7 ½) per day and thirty-seven and one-half (37 1/2) per week.

(d) The work day for computation of overtime, shall consist of twenty-four (24) consecutive hours from the work starting time of each employee.

(e) Notwithstanding the above, it is understood that this paragraph (17) sets our normal hours of work for employees covered by this Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or work per week or working schedules or a limitation upon the scheduling of employees for work.

17.02 (a) For purposes of clarification, employees shall be entitled to one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid scheduled breaks during their regular shift.

(b) Notwithstanding the relevant provisions in this agreement related to hours of work, break times, and shift assignments, the parties agree to the establishment of a continental work week wherein shifts will operate up to 24 hours a day, 7 days a week for any new business

placed at the St. Thomas facility and as needed for production volumes of the new business. The Company agrees to meet with the Union in advance of its implementation of the continental shift and discuss and agree all relevant issues related to the continental shift including classifications affected or established, rates of pay, shift premiums, overtime applicability, break times, vacation and holiday scheduling, shift rotation, if any, and support groups required for the work.

ARTICLE 18 - OVERTIME

18.01 (a) Time and one-half shall be paid for all hours worked in excess of one's normal scheduled hours in any work day (normally Monday to Friday). Time and one-half shall be paid for time worked on Saturday. Double time shall be paid for time worked on Sunday. Employees who are off during regularly scheduled work week (other than for absence which is supported by substantial proof as being unavoidable, including Union business as defined in Article 14.02) need not be called in for Saturday or Sunday overtime work. The Company will advise the employees concerned of weekend overtime on the previous Thursday, whenever possible.

(b) Overtime shall, as far as possible, be evenly distributed among the employees capable of doing the work involved, in the respective job classifications.

(c) It is agreed that employees will not be asked to work more than two (2) consecutive Saturdays without a Saturday off, if they so desire. The Company will look to salary bargaining unit people before going outside the unit.

(d) When conditions make it necessary to establish a work day of less than one's normal scheduled hours, this condition shall not alter the points at which overtime begins, i.e. seven and one-half/eight ($7\frac{1}{2} - 8$) hours in any work day.

(e) For clarification, there shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payments.

(f) A meal allowance of five dollars (\$5.00) will be paid to employees who work more than two (2) hours beyond the end of their shift.

(g) When conditions make it necessary to schedule call back, a minimum of one (1) hour at applicable overtime rates will be paid.

ARTICLE 19 - REPORTING PAY

19.01 Employees reporting for work at their scheduled starting time who do not work four (4) full hours because of lack of work will receive four (4) hours pay.

However, in the case of a major disruption such as fire, flood, boiler failure, electrical power failure, labour disputes, acts of God and other circumstances beyond the control of the Company, the Company will not be obligated for the payment of reporting pay. In addition, when work is available that is performed in the normal course of duties of a classification, the employee will be allowed to continue work.

ARTICLE 20 - CALL BACK TIME

20.01 (a) An Employee who is called back to perform work after leaving the Company property on completion of his regular shift, or called in on an unscheduled work day, shall be paid a minimum of four (4) hours at applicable overtime rates.

(b) Employees called back to work under this section, shall be permitted to leave the plant immediately upon the completion of the work for which they were called in, and shall be entitled to the four (4) hours at overtime rates if their task is completed before the four (4) hours are up.

ARTICLE 21 - SHIFT ALLOWANCE

21.01 (a) Where shift work is involved, fifty-eight cents (\$.58) per hour additional compensation shall be paid for all second shift work. Seventy-two cents (\$.72) per hour additional compensation shall be paid for all third shift work.

(b) The additional compensation paid for second and third shift work shall be paid on the basis of the shift worked.

(c) For the purposes of shift allowance, it is understood that a shift belongs to the day in which the majority of the hours fall.

ARTICLE 22 - SHIFT ASSIGNMENTS

22.01 (a) Employees assigned to rotating shift shall rotate between first, second and third shifts, so that the first shift shall be for at least two (2) weeks' duration and the second or third shift assignment shall not exceed two (2) weeks' duration at any one time. It is the Company's intention to rotate employees on an equal basis from first to third to second and then to first again. The Company will inform the Committee of special cases in advance.

(b) It is not expected that an employee will double back on the shift he has worked prior to his present shift except where the rotation is only between two (2) shifts.

(c) This rotation will be altered only when there is an unavoidable conflict in the scheduling rotation between individuals or as provided in (d) below.

(d) When the Company requires additional employees in a particular classification on a particular shift and proposes to achieve this by moving an employee from another shift, the least senior employee(s) in the particular classification will be assigned to the particular shift where needed. An employee transferred to another shift for a week or more will be subject to the provisions of Article 22.01 (a), (b) and (c). Affected employees shall be given one (1) week advance notice of shift change, unless a reduced notice period is mutually agreed to between the employee and the Company.

(e) Employees in the same classification will be allowed to change shifts by mutual agreement between the employees provided prior approval has been given by the respective supervisors.

(f) It is understood that such changes will be approved only on a temporary or day-to-day basis. Furthermore, notwithstanding the provisions of Article 18.01 (a) Overtime, the Company will not be liable for any overtime pay as a result of such changes.

ARTICLE 23 - JURY DUTY

23.01 An employee who is working and who is on the seniority list and who is called for service on a court jury, jury selection, coroner's jury, or subpoenaed to appear as a witness where the employee is not a party to the action shall be entitled to receive from the Company the difference between what he receives as pay for jury service or as a witness and what he would have received from the Company if he had not served on either of the above. An employee shall provide the Company proof of Summons or Subpoena prior to attending the same. Where an employee receives compensation for these services, the employee shall provide proof of payment to the Company within two (2) weeks of receipt of payment. If an employee fails to declare payment for the services listed above, the employee will be subject to disciplinary action up to and including discharge.

ARTICLE 24 - BEREAVEMENT PAY

24.01 (a) In the event of the death of an employee's mother, father, husband, wife, or child, employees will be allowed the necessary time off, up to five (5) days, with pay at their normal daily straight time rate for hours of scheduled work they are forced to miss that fall within the period starting with and including the day of death and ending with and including the day after the funeral or internment, or memorial service. In this clause, wife or husband shall include common-law and son or daughter shall mean natural or step.

(b) In the event of the death of an employee's sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, step father, step mother and grandchild, employees will be allowed the necessary time off, up to three (3) days, with pay at their normal daily straight time rate for hours of scheduled work they are forced to miss that fall within the period starting with and including the day of death and ending with and including the day after the funeral or internment, or memorial service.

(c) In the event of the death of a grandparent, step brother, step sister of an employee or his spouse, employees will be allowed the necessary time off, up to one (1) day, with pay at their normal daily straight time rate for hours of scheduled work they are forced to miss that fall within the period starting with and including the day of death and ending with and including the day after the funeral or internment, or memorial service.

(d) Only employees who have passed their probationary period will qualify for bereavement pay.

ARTICLE 25 - HOLIDAYS

25.01 (a) The Company agrees that the following holidays will be celebrated on the days listed below.

Effective May 2017

Victoria Day – May 21, 2018
Canada Day – June 30, 2017
Civic Holiday – Aug. 7, 2017
Labour Day – Sept. 4, 2017
Thanksgiving Day – Oct. 9, 2017
Day before Christmas – Dec. 25, 2017
Christmas Day – Dec. 26, 2017
Boxing Day – Dec. 27, 2017
Floater – Dec. 28, 2017
Floater – Dec. 29, 2017
Day before New Year's – Jan. 1, 2018
New Year's Day – Jan. 2, 2018
Good Friday – Mar. 30, 2018

Effective May 2018

Victoria Day – May 22, 2017
Canada Day – July 2, 2018
Civic Holiday – Aug. 6, 2018
Labour Day – Sept. 3, 2018
Thanksgiving Day – Oct. 8, 2018
Day before Christmas – Dec. 24, 2018
Christmas Day – Dec. 25, 2018
Boxing Day – Dec. 26, 2018
Floater – Dec. 27, 2018
Floater – Dec. 28, 2018
Day before New Year's – Dec. 31, 2018
New Year's Day – Jan 1, 2019
Good Friday – April 19, 2019

Effective May 2019

Victoria Day – May 20, 2019

Canada Day – July 1, 2019

Civic Holiday – Aug. 5, 2019

Labour Day – Sept. 2, 2019

Thanksgiving Day – Oct. 14, 2019

Day before Christmas – Dec. 24, 2019

Christmas Day – Dec. 25, 2019

Boxing Day – Dec. 26, 2019

Floater – Dec. 27, 2019

Floater – Dec. 30, 2019

Day before New Year's – Dec. 31, 2019

New Year's Day – Jan 1, 2020

Good Friday – April 10, 2020

25.02 When the holidays listed above are not worked, the Company will pay to every full time employee who has been on the payroll thirty (30) calendar days from the date of hire, their regularly scheduled hours at the straight time hourly rate for that holiday, provided:

- (a) the employee worked his full scheduled working day before such holiday(s) and his full scheduled working day after such holiday(s), or be either on industrial, medical or personal leave of absence granted no longer than two (2) weeks prior to a paid holiday (exception to this clause will be made for vacation and travel purposes). For purposes of holiday pay eligibility only, Saturday or Sunday if scheduled, will be considered a scheduled day of work. Days worked during the summer plant vacation shut down will be considered a scheduled day of work for the purpose of holiday pay eligibility;
- (b) the employee who was scheduled and agreed to work on any such holiday, performed such work.

25.03 (a) Any employee who is absent for the following reasons on his scheduled working day before or his scheduled working day after a paid holiday or both, shall qualify for the holiday pay if:

1. The time off is in keeping with the provisions of the Bereavement clause.
2. The employee was sick as verified by a physician via a Doctor's certificate. The Company reserves the right to secure from an employee a signed statement stating the nature of illness and name of physician consulted. Should the Company require a

Doctor's certificate under this section, the cost of that certificate, if any, will be borne by the Company.

3. The employee reports for work on the scheduled working day before or scheduled working day after a paid holiday and is not medically fit to continue work and is sent home.
4. The employee is absent due to unavoidable circumstances not for the purposes of extending the holiday which is supported by substantial proof.
5. They are active Union Committee members who are absent due to authorized Union business.

(b) Holiday pay shall not be paid if:

1. The employee has quit or has been discharged and not reinstated in accordance with the provisions of the grievance and arbitration procedure of this Collective Agreement.
2. An employee who is sick and does not require a physician's attention and does not provide a Doctor's certificate verifying same.

25.04 Whenever two (2) or more holidays occur in succession and an employee is absent for any portion of the qualifying day, either before or after the holidays, and such absence does not meet the qualification criteria listed above, the employee shall only be entitled to holiday pay for one half the number of holidays.

25.05 In the case of lateness on the scheduled day before and/or the scheduled day after a holiday(s), the Company shall deduct the equivalent of all time lost up to a maximum of four (4) hours from one holiday only. This lateness shall not prevent the employee from receiving statutory holiday pay for any other statutory holiday(s) if more than one should exist. Any hours lost in excess of four (4) due to lateness, will disqualify the employee from receiving statutory holiday pay where one holiday exists. Any hours lost in excess of four (4) due to lateness where two (2) or more holidays occur in succession, the employee shall be paid in accordance with 25.04.

25.06 Employees who work on any holiday(s) as outlined in this Article will receive a rate of time and one-half plus holiday pay.

25.07 While it is understood that the Company does not expect to work on holidays, the Company reserves the right to require emergency work in order to maintain plant equipment and facilities. The same qualifications as outlined above would apply if an employee were unable to work after agreeing to do so.

25.08 If misrepresentations are made concerning holiday pay eligibility qualifications, the employee will be subject to disciplinary action up to and including discharge.

ARTICLE 26 - VACATIONS

26.01 (a) The Company will grant vacations in accordance with the current *Employment Standards Act* of the Province of Ontario, to all employees with less than one (1) year of service with the Company as of July 1st of the vacation year.

(b) The Company will provide two (2) weeks of vacation with pay equal to two (2) weeks of their monthly salary or four (4) percent of their gross earnings whichever is greater provided the employee has one (1) year of service.

(c) The Company will provide three (3) weeks vacation with pay equal to three (3) weeks of their monthly salary or six (6) percent of their gross earnings whichever is greater, for all employees who have completed six (6) or more years of service with the Company and less than fifteen (15) years.

(d) All employees who have completed fifteen (15) or more years of service with the Company immediately prior to July 1st of the vacation year will receive four (4) weeks vacation with pay equal to four (4) weeks of their monthly salary or eight (8) percent of their gross earnings, whichever is greater.

(e) All employees who have completed twenty-five (25) or more years of service with the Company immediately prior to July 1st of the vacation year, will receive five (5) weeks' vacation with pay equal to five (5) weeks of their monthly salary or ten (10) percent of the year's wages.

(f) All employees who have completed thirty (30) or more years of service with the Company immediately prior to July 1st of the vacation year, will receive six (6) weeks' vacation with pay equal to six (6) weeks of their monthly salary or twelve (12) percent of the year's wages.

26.02 (a) Employees will be paid vacation pay as they take their vacation. The amount per day will be calculated by dividing their accrued vacation by the number of days the employee is entitled to for the vacation year. Unused and unscheduled vacation will be paid to employees on the last pay day in June.

(b) It is the Company's intention to continue scheduling the annual vacation shutdown period during the months of July and/or August as long as business conditions permit. Only in the event of unusual business conditions will change in vacation scheduling time be necessary. The Company will notify the Union as the earliest possible time of any such situation.

Employees will take their vacation during the plant shutdown period(s), except for those employees assigned to work in departments where essential operations must be maintained. Preference when employees wish to take vacation time, which is not governed by plant shutdown shall be given consideration by the Company and based on seniority. All vacations must be taken by June 30 following the beginning of each vacation year.

Vacations may be scheduled in the manner and at the time best suited to plant operations.

The Company will post a tentative vacation shutdown schedule by March 1 of year. Immediately following the posting of the finalized vacation shutdown schedule but no later than June 1st there will be a fourteen (14) day period during which time employees may request taking the third or fourth week of vacation at a specified time. After fourteen (14) days the period will be closed. The Company will grant requests based upon operating requirement, available skills and employee's seniority.

(c) When a partial work force will be needed during the scheduled vacation shutdown, work assignments will be made on the basis of the employee's ability to perform the work available. Employees must be capable of performing the work required. If none of these employees accept the available work, the Company reserves the right to offer such work to any available, qualified employee.

Those scheduled to work during the vacation period will be paid for the rate of the job on which they are assigned.

It is understood that in the scheduling of employees for work during the scheduled vacation shutdown, if a scheduling assignment is made at the request of an employee to accommodate such employee, the employee will be paid the rate of his bid job. If, however, the scheduling assignment is made at the request of the Company to accommodate the Company, the employee will be paid the rate of his bid job or the one to which he has been assigned, whichever is higher.

(d) All vacation pay computations will be based on gross earnings. It is understood that vacation earned in one year will not be connected to vacation earned in another.

Gross earnings for the purpose of vacation pay computations shall not include: payments made to an insurance carrier to provide benefits under the Major Medical Plan, contributions to the pension fund for employees under this agreement, safety shoe or safety glasses allowance and any severance or termination pay pursuant to this agreement of the *Employment Standards Act*.

ARTICLE 27 - JOB CLASSIFICATION AND SALARY RATES

27.01 (a) Attached hereto and forming a part of this agreement is Schedule "A" Salary Labour Groups and Job titles with a rate structure effective March 20, 2017.

(b) It is agreed and understood that Schedule "A" may be added to or changed to a higher rate by the Company in accordance with its needs.

(c) Upon ratification of this agreement, all wage rates in effect will be increased by an amount equal to one percent (1%).

(d) Effective May 27, 2018, all wage rates in effect will be increased by an amount equal to add two percent (2%).

(e) Effective May 26, 2019, all wage rates in effect will be increased by an amount equal to three percent (3%).

27.02 Salaries for all jobs have been determined and established by evaluation of the scope of skill, effort, responsibility and conditions involved to insure proper relationships between all jobs. It is understood that the listed salaries within each group constitute minimum amounts. Union will be notified of any increase over the minimum amounts.

27.03 When new jobs are established, the Company will prepare a new job description and establish a rate in keeping with the job evaluation system. If the Union disagrees with the evaluated rate, it may process the matter through the grievance procedure.

(a) On all bid jobs, the successful applicant will be paid a salary, in accordance with the automatic time progressions based on their experience. If a group "D" applicant bids to a group "C" position not previously held, he will be placed at the top of "C" and progress consistent with Article 27.01 under Job Titles.

(b). Automatic time interval provisions may be accelerated if an employee, in the opinion of the Company, merits one. The Chairman of the Office Committee will be notified of individual accelerated increases.

(c) Commencing the new calendar year of 2020, employees will be paid on a bi-weekly basis every other Thursday for wages earned to 11 p.m. of the previous Sunday.

(d) It is recognized that an absent employee creates a burden on one's fellow employees. Therefore all employees represented by this Agreement, agree to keep such absence to a bare minimum. However, should an employee be absent for any reason, then for each hour of absence, such employee shall have his regular monthly salary reduced by an amount equal to his regular weekly wages divided by his applicable thirty-seven and one-half/forty ($37\frac{1}{2}$ - 40) hours. For each fractional part of an hour equal to at least one-tenth (.1) of an hour of such absence, an employee will also have his regular weekly wages reduced proportionately.

Updated copies of job descriptions will be provided for the Chairman of the Plant Committee within six (6) months from the date of ratification.

ARTICLE 28 - SAFETY PRECAUTIONS, SPECIAL CLOTHING AND SHOP RULES

28.01 The Company will maintain adequate sanitary arrangements throughout the plants, provide proper safety devices and give proper attention to the elimination of any conditions of employment which are a hazard to the safety or health of the employees.

28.02 (a) Effective May 29, 2017, the reimbursement for safety shoes will be one hundred fifty dollars (\$150.00) once per year.

(b) Effective May 27, 2018 the reimbursement for safety shoes will be one hundred fifty-five dollars (\$155.00) once per year.

(c) Effective May 26, 2019 the reimbursement for safety shoes will be one hundred sixty dollars (\$160.00) once per year.

Reimbursement for shoe allowance will be paid out via direct deposit paid as soon as is reasonably possible after the commencement of each contract year.

28.03 Where the nature of the task assigned to an employee requires the use of special equipment or clothing, such special equipment or special protective clothing, such as goggles,

gloves, aprons, dust cloths, rubber boots, hair nets, hearing protection and safety glasses will be provided by the Company. All safety equipment supplied shall be used and/or worn in a manner prescribed by law.

28.04 Safety Glasses: The Company agrees to reimburse employees the cost of prescription safety glasses that meet the CSA standards / requirements up to a maximum of \$200 every two (2) years. The Company shall reimburse the employee the cost of the eye exam up to a maximum cost of eighty-five (\$85.00) every two (2) years with the purchase of prescription safety glasses.

28.05 The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machines and equipment and plant facilities and the terms and conditions upon which special clothing is issued to employees.

28.06 One representative may be in attendance at the quarterly safety meeting.

ARTICLE 29 - SUPERVISORS-BARGAINING UNIT WORK

29.01 The parties agree that the primary duty of supervision is to supervise. However, it is understood that supervisors (or other non-bargaining unit employees) may work in cases of business need, for instruction purposes, or in the case of experimental or development work, even though qualified bargaining unit employees are available. For clarity, experimental or development work shall mean work on prototypes and parts that have not been approved by the customer via the PPAP process and/or have not yet been transferred to production, as well as work on current products/processes that are undergoing design changes or improvements. It is understood that the use of non-bargaining unit personnel for relief or temporary assistance of bargaining unit employees shall not be used to avoid overtime or recall of laid-off employees.

ARTICLE 30 - UNION NOTICE BOARD

30.01 The Company agrees to establish a sealed notice board for the use of Local Lodge No. 1975, Office and Clerical Unit, for posting of official notices. All such notices must be signed by the proper officer of the Local Union and be submitted to the Director of Human Resources, or his designated representative, for his concurrence.

ARTICLE 31 PENSION PLAN

31.01 This summary of the pension plan provisions is intended only as an outline of the plan's major provisions. The actual operation of the plan is covered under the official pension plan documents which are filed with the pension regulators.

Pension in respect of service prior to July 7, 1984, will be determined in accordance with the terms of the pension plan for non-bargaining unit employees as of July 7, 1984 and payable from the pension plan for non-bargaining unit employees.

Those employees having attained the age of 45 years or older as at May 21, 2001 and having two years of continual service had the option to remain in the Defined Benefit provisions of the plan and will have that Defined Benefit pension improved by any negotiated increases in the benefit rate, the last such benefit rate for retirements on and after May 22, 2006 being \$39.00. The monthly amount of any pension payable at a normal retirement age for such members is thirty-nine dollars (\$39.00) for each year of credited service to a maximum of thirty-seven (37) years.

Those employees also had the option of freezing their Defined Benefit pension at the benefit rate applicable at the time of the election to freeze and continue to accumulate years of service under the Defined Benefit provisions of the plan up to the service cap of 37 years of credited service and move to the Defined Contribution provisions of the plan for future service.

Those employees under the age of 45 and who had not completed two years of continuous service as at May 21, 2001 as well as those who became a member of the plan on or after May 21, 2001 but prior to May 17, 2004 will have their Defined Benefit pension frozen at \$27.50 but will continue to accumulate years of service under the Defined Benefit provisions of the plan up to the service cap of 37 years of credited service. They will participate in the Defined Contribution provisions of the plan for future service.

Each employee who became or becomes a member of the Plan on or after May 17, 2004 commenced or commences participation under the Defined Contribution provisions of the plan only.

Under the Defined Contribution provisions of the plan, the Company shall make a mandatory contribution of 3% of earnings. If the member makes an optional contribution of 1% of earnings (2% of earnings effective May 29, 2017), the Company shall provide a 100% match of the member's optional contributions.

Employees who retire during the life of the agreement, will receive a lump sum cash payment of \$150/year of service payable upon retirement.

Under the Defined Benefit Provisions of the Plan, the normal form of pension for a member without a spouse at pension commencement is a life only pension. If the member has a spouse at pension commencement, the normal form of pension is a reduced lifetime pension for the

member with a pension payable to the surviving spouse equal to 60% of the member's pension. Optional forms of pension are also available.

Employees who attain age fifty-five (55) and who have ten (10) or more years of credited service will have an automatic pre-retirement surviving spouse benefit in the event of death after age fifty-five (55), but before retirement. The benefit will provide the surviving spouse with a monthly pension equal to sixty-six and two-thirds percent (66-2/3%) of the employee's accrued benefit.

A disability retirement pension is available to an employee who becomes totally and permanently disabled after reaching his 45th birthday and has completed ten (10) or more years of credited service.

Employees who terminate their employment with the Company prior to age 55 are entitled to receive a pension after their 65th birthday. They are also eligible to commence such pension as early as age 55 and receive a reduced pension.

Employees who terminate employment with the Company between the ages of 55 to 65 may retire with a pension that is reduced .3 of 1% for each month prior to age 65 but after age 60 and .5 of 1% for each month prior to age 60 but after age 55.

Normal retirement date is the first of the month following your 65th birthday.

Credited service will be based on compensated hours rather than actual hours worked.

Absences due to an industrial injury, medical leave and/or Union business will be counted as credited service.

The pension plan shall conform to the Canadian Human Rights Code.

GKN Sinter Metals accepts full responsibility for funding of the Defined Benefit Provision of the pension plan which came into effect September 15, 1989 pursuant to the requirements of the Ontario Pension Benefits Act, 1987.

ARTICLE 32 - DISCONTINUANCE OF PRODUCT LINE TRANSFER OF OPERATION

32.01 If there should be a discontinuance of operation at the St. Thomas plant(s) or office(s) due to a transfer of jobs to another location, the Company will notify the Union in advance of

such transfer and meet to discuss the possibilities and practicality of transfer of employees to the new location.


ARTICLE 33 - EFFECTIVE DATE-DURATION

33.01 This agreement shall be effective as of the date of its execution by the parties. It shall thereafter continue in effect until and including the 24th day of May 2020 and shall continue in effect thereafter from year to year unless either party gives notice in writing to the other that it desires to amend, modify or terminate it, not less than thirty (30) and not more than ninety (90) days prior to the expiration of any yearly term. If notice of intention to amend or modify is given by either party in writing as in this paragraph provided, negotiations shall commence not later than twenty (20) days after the receipt of such written notice and if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then this Agreement may be extended by mutual agreement between the negotiating parties for such further time as may be necessary to complete negotiations. Notwithstanding the foregoing, any change or amendment in the terms of this Agreement may be negotiated by the mutual agreement in writing between the Company and the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers and representatives at London, Ontario Canada, on this 8th day of March 2017.

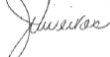
For the Union:

For the Company

Brad Ferris 

Kristina Schmitt 


Craig Mansell 


Jody Viveiros 

Joe Magdic 

Don Luke 

Steve Campbell-Graham 

Orio Ortins 

Derek Ferguson 

Letter of Intent #1: Harassment and Discrimination

The Company must ensure that the workplace is free from any form of discrimination. This included racial, sexual, religious, age, creed, citizenship, ethnic origin, colour, marital status, record of offences, handicap.

An abusive work environment may be described as a situation where an employee is subjected to discrimination or sexually oriented remarks or for that matter any behavior that creates an intimidating, hostile or offensive environment.

Elements of such an environment may include but not be limited to:

1. Displays of nude or sexually suggestive pictures to which an employee objects or to which visitors may be exposed.
2. Unwelcome invitations or requests of a sexual nature.
3. Verbal abuse or threats.
4. Practical jokes, which may cause awkwardness or embarrassment.
5. Unwelcome remarks, jokes of a sexual nature, innuendo or taunting about a person's body or sex.
6. Condescension, paternalism or patronizing behaviour relating to a person's sex, which undermined their self-respect.
7. Unwelcome unnecessary physical contact such as touching, patting and pinching, blocking or physically restraining passage.

As you can see, discrimination is very far reaching and we must do all we can to stop it. Employees in violation of our joint declaration will be subject to disciplinary action up to and including discharge.

Letter of Intent #2: Business Travel

The following letter of intent herein constitutes a part of the Collective Agreement.

It is understood and agreed by the parties that should an employee be asked to travel for business purposes that:

Hours will be recognized and compensated for, from the arranged travel schedule prepared by the Company. Extenuating circumstances will be considered, for example: flight delays, etc. will be considered.

Upon request by the employee, the Company shall make and/or pay for travel arrangements on behalf of the employee.

The schedule will begin from the time you are scheduled to leave up to the scheduled time you arrive at your work place and/or your motel.

Should the travel schedule not total the normal hours of work on a regular scheduled work day for the employee, the hours recognized will total the employee's regular day minimum.

Should the scheduled travel hours plus working hours exceed the normal hours of work, then overtime hours per Article 18 will be recognized.

This letter of Intent will remain in effect until the termination date of our contract.

Letter of Intent #3: Heat Stress Plan

The Company and the Union acknowledge that heat stress can be a problem in our plant. The Joint Health and Safety Committee have established a heat stress plan using the WBGT measuring system. The plan provides for monitoring and relief measures to insure the safety of our employees. It is recognized that heat zones could change due to equipment relocation, installation or modification. Therefore, when new equipment is introduced into the plant or plant layouts significantly altered, the Joint Health and Safety Committee will review the plan and update it as necessary. We further recognize that a susceptible worker may require additional accommodation under the plan.

Letter of Intent #4: Early and Safe Return To Work

The Company and Union collectively agree to form an early and safe return to work committee.

The primary focus of this committee is to return the injured employee to his or her own job. Reasonable changes needed to overcome any physical restrictions for their own job will be dealt with as quickly as possible. If physical restrictions prevent the employee from returning to his or

her regular job then every effort will be made to accommodate the employee's return to work through modification, adjustment or transfer.

The foregoing is in no way to be interpreted as a reduction of the employees' right under the Collective Agreement or any applicable Legislation.

ARTICLE 34 JOB TITLES

SR. PROCESS TECHNICIAN
 SR. MANUFACTURING TECHNICIAN D
 SR. QUALITY TECHNICIAN
 SR. TOOL DESIGN TECNICIAN

PURCHASING ASISTANT
 POWDER MIX CO-ORDINATOR
 SCHEDULER & EXPEDITER
 PROCESS TECHNICIAN
 PC SUPPORT TECHNICIAN C
 MANUFACTURING TECHNICIAN
 QUALITY TECHNICIAN
 TOOL DESIGN TECHNICAIN

DATA ENTRY – TERMINAL OPERATOR
 SECRETARY B
 PRODUCTION PLANNER

PAYROLL CLERK
 ACCOUNTING CLERK
 BILLING CLERK
 PRODUCTION CLERK
 GENERAL CLERK A
 SWITCHBOARD OPERATOR
 ACCOUNTS PAYABLE CLERK
 STENOGRAPHER

D. RATE SR.PROC.TECH	D. RATE SR.QUAL TECH	D. RATE SR.MFG. TECH	D .RATE SR.TL. DESIGN
PROCESS TECH C .RATE	QUALITY TECH C. RATE	MANUF TECH C. RATE	TLDESIGNTECH C. RATE

PROGRESSION
 TO SR. THRU
 MERIT

(a) The Company will post only entry level “C” vacancies.

(b) At the end of six (6) months at the top of Group “C”, an employee, if qualified, will go to the bottom of Group “D” and will receive the salary increases automatically every six (6) months as per schedule “A” until the top of Group “D” is reached.

If not qualified to progress to the “D” Group, you will be evaluated again six (6) months thereafter.

NOTE: There will be separate evaluations for each of the technical positions.

(c) Technicians will have an avenue of progression to the top of “D” Group.

(d) In the event of a reduction of workforce, employees may bump to another technical progression based on previous occupational experience consistent with the Collective Agreement.

Schedule A

Effective Upon Ratification 2017

	Hire	6 MOS	12 MOS	18 MOS	24 MOS
Group A					
Hourly Rate	18.29	18.82	19.35	19.88	20.40
Salary Rate	38,039	39,140	40,239	41,331	42,433
Group B					
Hourly Rate	20.40	20.94	21.46	21.99	22.56
Salary Rate	42,431	43,534	44,632	45,731	46,925
Group C					
37.5 hrs	21.40	21.97	23.10	24.22	25.57
37.5 Tech	22.40	22.97	24.10	25.22	26.58
40 hrs	20.07	20.60	21.65	22.71	23.98
40 Tech	21.01	21.54	22.60	23.65	24.92
Non-tech	41,736	42,835	45,030	47,230	49,863
Tech	43,684	44,782	46,979	49,176	51,811
Group D					
37.5 hrs	27.04	27.61	28.17	28.73	29.52
37.5 Sr. Tech	28.04	28.60	29.17	29.73	30.52
40 hrs	25.35	25.88	26.40	26.94	27.68
40 Sr. Tech	26.29	26.81	27.35	27.87	28.61
Non-tech	52,718	53,817	54,919	56,014	57,550

Sr. Tech	54,666	55,767	56,866	57,962	59,497
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Schedule A

Effective May 27 , 2018

	Hire	6 MOS	12 MOS	18 MOS	24 MOS
Group A					
Hourly Rate	18.65	19.20	19.73	20.28	20.81
Salary Rate	38,800	39,922	41,044	42,158	43,281
Group B					
Hourly Rate	20.81	21.36	21.89	22.43	23.01
Salary Rate	43,280	44,405	45,525	46,646	47,863
Group C					
37.5 hrs	21.83	22.41	23.56	24.71	26.09
37.5 Tech	22.85	23.43	24.58	25.73	27.11
40 hrs	20.47	21.01	22.09	23.16	24.46
40 Tech	21.43	21.97	23.05	24.13	25.41
Non-tech	42,570	43,692	45,930	48,175	50,860
Tech	44,558	45,678	47,919	50,160	52,847
Group D					
37.5 hrs	27.58	28.16	28.73	29.31	30.11
37.5 Sr. Tech	28.60	29.17	29.75	30.33	31.13
40 hrs	25.85	26.40	26.93	27.48	28.23
40 Sr. Tech	26.82	27.35	27.89	28.43	29.18
Non-tech	53,773	54,894	56,017	57,135	58,701
Sr. Tech	55,760	56,882	58,003	59,121	60,687

Schedule A

Effective May 26 , 2019

	Hire	6 MOS	12 MOS	18 MOS	24 MOS
Group A					
Hourly Rate	19.21	19.78	20.32	20.89	21.44
Salary Rate	39,964	41,120	42,275	43,422	44,580
Group B					
Hourly Rate	21.44	22.00	22.55	23.11	23.70
Salary Rate	44,578	45,737	46,890	48,045	49,299
Group C					
37.5 hrs	22.49	23.08	24.27	25.45	26.87
37.5 Tech	23.54	24.13	25.32	26.50	27.92
40 hrs	21.09	21.64	22.75	23.86	25.20

40 Tech	22.07	22.63	23.74	24.85	26.18
Non-tech	43,848	45,002	47,308	49,620	52,386
Tech	45,894	47,048	49,356	51,665	54,433

Group D

37.5 hrs	28.41	29.01	29.59	30.19	31.01
37.5 Sr. Tech	29.46	30.05	30.64	31.24	32.06
40 hrs	26.63	27.19	27.74	28.30	29.08
40 Sr. Tech	27.62	28.17	28.73	29.28	30.06
Non-tech	55,386	56,540	57,698	58,849	60,462
Sr. Tech	57,432	58,588	59,743	60,894	62,508