

COLLECTIVE AGREEMENT

BETWEEN



AND



LOCAL 195

EFFECTIVE: MAY 18, 2018

EXPIRES: MAY 17, 2021

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and all other conditions of employment for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company in the City of Windsor save and except forepersons, persons above the rank of foreperson, office and sales staff.

The Union recognizes the right of the Company to hire students during school holiday period from May 15 to September 15 inclusive to perform vacation relief, provided there are no employees in the bargaining unit (including probationary employees) on layoff. Summer students will be required to pay Union dues in accordance with the terms of this Agreement. Summer students will not acquire seniority pursuant to the terms of this Agreement.

In the event the Company relocates within Ontario, this Collective Agreement will be applicable and all employees subject to this Agreement will continue in employment. Furthermore, in the event the Company starts other manufacturing, warehousing or tooling operations within Essex or Kent County, this Collective Agreement with Local 195 shall apply, subject to negotiations between the Company and the Union.

The parties agree that this Collective Agreement will apply to the Windsor facility, which is defined as encompassing the lands bordered by Ellis Street to the North, Howard to the East, McDougall to the West and Shepherd to the South.

The Employer will not hire any new employees through any Temporary agencies. All new employees will be hired by Flex-N-Gate Howard.

2.02 Forepersons, supervisors, and other excluded persons will not perform any work normally performed by employees in the bargaining unit, except in the case of emergency, for the purpose of instructing employees, or for experimentation. For experimentation a bargaining unit employee must be present. The instruction in production will not exceed fifteen (15) minutes. For the purpose of this sub-article, "emergency" is defined as a situation where meeting the production schedule of our customers will not be met.

2.03 The Company will supply the Union with a list of forepersons and other management personnel, and will keep such list up-to-date at all times. The Union is to provide the Company with a list of all Committeepersons or alternates and keep such list up-to-date at all times.

The Company will notify the Union immediately of any changes in name or ownership.

- 2.04 In no event will the hours of work or overtime opportunity of any employee in the bargaining unit be reduced by the forepersons or supervisors performing work as outlined above.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- 3.01 The Union recognizes the rights of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge for just cause any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.
- 3.03 The Company agrees that it will not exercise its rights or reservations for the purpose of restricting or limiting rights granted in this Agreement.
- 3.04 The Company also has the right to make and alter from time to time reasonable rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 3.05 All changes in rules and regulations must be discussed with the plant Committee before they can be posted. All such changes in these rules and regulations will be reviewed by Management in a cell team meeting before being implemented.
- 3.06 Additionally, the Company agrees to provide the Union with an advanced copy of cell team meeting agendas.**

ARTICLE 4 - UNION SECURITY

- 4.01 As a condition of continued employment, all employees covered by this Agreement shall become and remain members of the Union upon hire.
- 4.02 During the life of this Agreement the Company will deduct from the earnings of each employee covered by this Agreement; Union initiation fees and from all employees dues laid down by the Constitution and by-laws of the Union.
- 4.03 At the end of each calendar month and prior to the fifteenth (15th) of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deductions made.
- 4.04 The Company will submit to the Financial Secretary of Local 195, UNIFOR, a complete list of all bargaining unit employees, with the dues cheque,

designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why, i.e. laid-off, sick or injured, etc.

- 4.05 The Company will supply to the Union quarterly each year, a list of all bargaining unit employees showing their current names, addresses, phone numbers, social insurance numbers and the total amount of Union dues collected for the previous year. The Company will also provide to all supervisor's offices, a list of all bargaining unit employees showing their current names, addresses and phone numbers.
- 4.06 The Company shall record on the T-4 slip of each employee the actual amount of Union dues deducted during the previous year.
- 4.07 The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 4.08 The Company shall provide the National Union and the Local Union with an updated mailing list on a quarterly basis.
- 4.09 The monies referred to in this article are to be held in trust by the Company. These monies cannot be used in any fashion by the Company or its agents or any agents acting on behalf of its creditors. The sole and exclusive role of the Company is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

ARTICLE 5 - STRIKES & LOCKOUTS

- 5.01 There shall be no strike or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-outs" shall have the meaning given to them by the Ontario Labour Relations Act.

ARTICLE 6 - DISCRIMINATION AND PAY EQUITY

- 6.01 The Company and the Union mutually agree that they will not discriminate against any employee because of race, colour, age, sex, creed, national origin, political or religious affiliation, sexual orientation, dependants of the employee, sickness or disability, nor by reason of union membership or activity.

This clause shall in no way affect the right of the Company to terminate employees for non-disciplinary absenteeism, or the right of the Union to file a grievance on behalf of a seniority employee if this occurs.

- 6.02 The Union and the Company recognize that sexual or racial harassment is cruel and destructive behavior against others that can have devastating effects.
- a) "Sexual harassment" is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual

actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

b) "Racial harassment" is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or unwanted comments or acts.

6.03 Complaints of alleged harassment or discrimination filed by members of the bargaining unit pursuant to this Article will be handled confidentially by a Joint Committee consisting of a representative of the Union and the Human Resources Manager.

6.04 Whenever the male gender is used in this Agreement, it shall apply equally to the female gender.

6.05 Due to the sensitive and personal nature of a harassment complaint, especially racial and sexual harassment, the complainant may prefer to utilize additional assistance. This assistance may involve local Union elected persons or representatives of the Women's Committee, Human Rights Committee and Affirmative Action Committee.

6.06 The local Union president and the Unit Chairperson must notify the National representative who in turn will contact the designated Company officials, if the nature of the complaint is such that it may be more appropriate to have the matter resolved by senior Union and Company officials, then the Plant Joint Committee will be notified.

6.07 The Company and the Union recognize the pay equity legislation in the Province and agrees to negotiate the provisions addressing this legislation, where so prescribed.

6.08 The Company and the Union recognize Bill 168 legislation in the province and agree to comply with the provisions addressing this legislation.

ARTICLE 7- REPRESENTATION

7.01 The Company acknowledges the right of the Union to appoint or otherwise select from the Plant Union membership a Shop Committee as follows:

7.02 The Company further agrees to recognize the Shop Committee and Stewards for the purpose of representation of employees on matters arising from this Agreement, or other matters, connected with their employment.

7.03 Each committee member shall have seniority with the Company at the time of his or her appointment.

(a) (i) The Shop Committee shall be composed of six (6) members; one (1) Chairperson, one (1) Vice-Chairperson, one Skilled Trades Committeeperson and two (2) Committeepersons (in addition to one Weld Technician Representative who will attend grievance meetings and future negotiations (maximum five (5) days) to address Weld Tech issues).

- (ii) The Vice-Chairperson/designate will be provided eight (8) hours of each shift worked excluding holidays and weekends, provided the active number of hourly employees working in the facility is equal to or greater than one hundred and fifty (150) employees. If the number of active employees working in the facility is less than one hundred and fifty (150) employees, the vice-chairperson shall be provided four (4) hours of union time of each shift worked excluding holidays and weekends. The Vice-Chairperson in addition to their duties will act as a benefit representative for the membership as well as receive additional time to deal with other Union business, subject to the provisions of the Collective Agreement.

The Union shall notify the Company in writing the names and titles of the Union plant committee, in order for the Company to recognize the identity of the Shop Committee.

- (iii) In addition to the above, the Company will recognize a Steward on the midnight shift and an alternate Steward on each of the day shift and the afternoon shift.

The Company will further recognize one (1) additional skilled trade's steward who will rotate on his regular shift. It is understood that the alternate Stewards on the day shift and afternoon shift will only be recognized in the absence of a regular Committeeperson.

- (b) National or Local Representatives of the Union may be present and participate in any meetings of the Shop Committee with the Company. The National Representative or Representatives shall be entitled to meet with the Shop Committee for a reasonable period of time prior to a meeting with the Company and the members of the Committee will be paid for such time.

- (c) The Union recognizes and agrees that members of the Shop Committee and Stewards have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such person during working hours to investigate and deal with grievances or handle other Union business. If the Company requires any member of the Shop Committee to remain at work after the completion of their regular shift for Union business, then the Committeepersons will be paid their applicable overtime rate for such time.

The Company will allow the Plant Chairperson/designate eight (8) hours of each shift.

The committeeperson on afternoon shift will be entitled to the first two (2) hours of each shift (plus any other time needed) excluding weekends and holidays for Union business in accordance with the provisions of the Collective Agreement. In event that both committee persons are on afternoon shift together, each committee person will be allowed one hour per shift at the beginning of the shift.

In addition all Committeepersons will be entitled to the last two (2) hours for Union business on the last scheduled work day of the week, plus any

other time needed for Union business in accordance with the provisions of the Collective Agreement.

- (d) Before leaving his regular work to investigate and deal with a complaint or grievance or to attend to other Union business, a Chairperson/Committeeperson /Steward shall obtain the permission of his foreperson. The foreperson shall not withhold unreasonably his permission and shall not defer his permission, by reason of production requirements, for more than a reasonable period of time not to exceed thirty (30) minutes. The Committeeperson shall report to his foreperson on his return.

In addition, when Committeepersons are scheduled on a shift other than days and they are required to attend to Union/Company business in accordance with the Collective Agreement on the day shift, they will be paid the appropriate overtime rates or be given the equivalent time off from their regularly scheduled shift, whichever is their preference.

The Chairperson/Committeeperson/Steward will be allowed reasonable time to meet with the employee. This time will be no loss of wages for either the Chairperson/ Committeeperson/Steward and the employee affected.

In the event that the Company meets with an employee(s) for the purpose of disciplinary action, a Chairperson/ Committeeperson/Steward shall be included in this meeting.

- (e) In accordance with this understanding the Company will compensate such Committeeperson/Steward for the time spent during their regular working hours in dealing with the grievances at their regular rate of pay.
- (f) The Chairperson, Vice Chairperson, and Skilled Trades Committeeperson shall be scheduled to work on the day shift. The Committeepersons will be scheduled to work on the day or afternoon shift.
- (g) If the Chairperson and or Vice-Chairperson are absent from work, a designate Chairperson or Vice-Chairperson will be appointed. Where the Committeeperson or Steward is absent and there would otherwise be no representation for employees on the shift, the Weld Tech or Skilled Trades Committeeperson will be appointed, if the above are not available, the Union may appoint a Steward from those employees with seniority and from those employees scheduled on such shift. **When the Skilled Trades Committeeperson is absent for five (5) consecutive days or more, the Skilled Trades Steward will be appointed on the day shift, provided the Department is able maintain efficient operations on the afternoon shift.**
- (h) The Shop Committee and the Company representative shall meet providing there is business for their joint consideration at such times as may be mutually agreed upon. A request for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed.
- (i) During negotiations to amend this Collective Agreement, the Company will pay each of the members of the Negotiating Committee, at straight time

hourly rates, for the time spent in negotiations with the Company up to the date upon which a work stoppage occurs.

The Company will also pay each member of the Negotiating Committee for five (5) consecutive days to prepare new contract amendments commencing with the next Collective Agreement.

During negotiations and the five (5) day preparation period, the **two (2) alternating stewards** will be allowed eight (8) hours in the Union office to attend phone calls and Union business.

For each negotiating session that occurs, such payment shall be a maximum of eight (8) hours.

(j) Upon election, the two (2) alternating Committee persons will be placed on shift A or B by seniority. They will retain that shift regardless of their seniority in any classification.

7.04 The Company will provide a Union office to the Chairperson and Co Chairperson with a phone with voice mail, desks, chairs, and two (2) computers with internet access, internet fees, fax, office supplies, printer and a filing cabinet with a lock. The Company will not be responsible for the payment of any long distance charges.

In the event the Company expands the current facility, the Company will agree to provide a larger Union office for the Chairperson/Vice-Chairperson.

The Company agrees to provide the Health & Safety Committee with an office, one (1) telephone with voice mail, one (1) desk & chair and one (1) filing cabinet and a computer with internet access.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Any complaint arising between the employees and the Company from the interpretation, application, administration or alleged violation of this Collective Agreement shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure.

Any employee requesting to see their Union Representative/Steward on their shift will be allowed to do so privately within a reasonable amount of time. Reasonable amount of time will be defined as thirty (30) minutes or less.

Once representation has been provided, the Company will allow a reasonable amount of time for the parties to meet. Depending on the nature of the issue, if the time takes longer than what is deemed reasonable, the union representative will inform the supervisor of the nature of the complaint and the approximate amount of time that will be required.

8.02 STEP 1

Any employee having a grievance shall first take the matter up with his foreman either directly or through his Committeeperson, or in the absence

of a Committeeperson /Steward. If no satisfaction is received within twenty-four (24) hours, the grievance shall then be submitted in writing to the Manufacturing Manager through the Committeeperson/Steward

STEP 2

The Manufacturing Manager shall deal with the grievance and deliver an answer in writing to the Committeeperson/Steward not later than five (5) working days, next following the day upon which they received the grievance.

The Company shall have the option of refusing to deal with a grievance which has not been submitted in writing within five (5) working days after the cause of the grievance became known or should have become known to the Company or being submitted to the Union in writing.

STEP 3

If the decision of the Manufacturing Manager is not satisfactory to the employee concerned or the Union, an appeal of the grievance may be filed in writing by the Chairperson/designate Steward with the General Manager within five (5) working days of the delivery of the Manufacturing Manager's decision.

The General Manager shall deal with the grievance and deliver an answer in writing to the Chairperson/designate Steward not later than five (5) working days, next following the day upon which they received the grievance.

STEP 4

If the decision of the General Manager is not satisfactory, the grievance shall be placed upon an agenda for consideration at a scheduled meeting between Management and its representatives and the Shop Committee and its representatives from Local 195 or the UNIFOR National.

If the grievance remains unresolved following the meeting between the Company and Union representatives, the grievance may be submitted to arbitration.

8.03 An agenda for the meeting provided in Step 4 above shall be supplied by the Chairperson of the Committee to Management at least twenty-four (24) hours before the meeting at which the appeals thereon are listed for discussion.

The Company and the Union shall fully disclose all facts upon which they rely at a Step 4 meeting.

8.04 The time limits set forth in the grievance and arbitration provisions herein may be extended upon the mutual agreement of the Union and the Company.

8.05 However, if the Company or Union fail to meet the time limits set forth, the grievance shall be deemed ruled in favour of the other party. Such deemed ruling shall be non-precedent setting.

8.06 For the purpose of issuing a grievance, the parties agree the time limits shall exclude Saturdays, Sundays, holidays as defined herein and scheduled plant shutdowns.

ARTICLE 9 - ARBITRATION

9.01 If Management's decision given following the conference in Step 4 of the Grievance Procedure is not satisfactory to the Union, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served on Management within thirty (30) calendar days of the delivery of the Management decision appealed from. The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances:

1. Ted Crljenica
2. Owen Shime
3. Wesley Rayner
4. Joseph W. Samuels
5. Michael V. Watters

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within sixty (60) days or any other time limit mutually agreed to by the parties, he will be by-passed in favour of the next Arbitrator in numerical order.

The decision of the Arbitrator shall be final and binding on both parties.

The cost of the Arbitrator shall be shared equally by the Company and the Union.

The Company will pay for the wages of the Plant Chairperson and one (1) Committeeperson (only if that Committeeperson was in charge of the grievance) to attend to arbitration.

9.02 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty.

9.03 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations involved in the grievance.

9.04 Any allegations by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance within thirty (30) calendar days of the time of the Union or the Company becoming aware or should have become aware of the matter, if by the Union to Management and if by the Company to the Chairperson of the Committee. Thereafter the policy grievance shall be dealt with at Step 3 of the Grievance Procedure, and failing satisfactory settlement at the

conference, the policy grievance may then be appealed to an arbitrator in accordance with the time limits and procedures herein provided for by arbitration.

9.05 Commissioner System

- a) Commissioner System: As an alternative to the regular arbitration procedure provided for herein, the parties may agree in writing, to jointly refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator, appointed pursuant to the regular arbitration procedures provided for herein. Mr. Michael Watters shall be designated by the Company and the Union as the Commissioner, to hear and determine these cases.

- b) Through the Grievance Commissioner, the parties desire an expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
 - (i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this Agreement;

 - (ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union;

 - (iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner;

 - (iv) The parties shall meet at least thirty (30) days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in a Joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties, and will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing.

 - (v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or

require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

- (vi) The Grievance Commissioner shall be required to render his decision in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.
- (c) No grievance will be referred to a Grievance Commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement
- (d) Any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner, or at any time thereafter.

ARTICLE 10 - DISCHARGE AND SUSPENSION

- 10.01 When an employee has been suspended or dismissed on the Company premises, he shall be advised that he may meet with his Committeeperson in private for a reasonable period of time, not exceeding sixty (60) minutes, before leaving the plant premises.
- 10.02 A claim by a seniority employee that he has been wrongfully suspended or discharged shall be treated as a special grievance. A written statement of such special grievance shall be lodged with the General Manager or his designated representative within five (5) working days, after the receipt of the reasons given by the Company as provided for herein, of such suspension or discharge and shall be dealt with at Step 4 of the grievance procedure, and failing satisfactory settlement at this meeting, the special grievance may then be appealed to an arbitrator in accordance with the procedures herein provided for arbitration.
- 10.03 A Union representative shall be present at all meetings between the Company and one or more of its employees where the purpose of such meeting may be disciplinary. In circumstances where the Company has decided to undertake disciplinary action, which may result in a suspension or termination of the employee, the Company will, before commencing any action against the employee, first meet with the Plant Chairperson or designate to inform him of the nature of the disciplinary proceedings. At the conclusion of such meeting the Committee will be allowed a reasonable amount of time to meet with an employee who has been disciplined or discharged before he leaves the plant.
- 10.04 Where a seniority employee has been suspended or discharged, he and a member of the Shop Committee shall be given written reasons for the suspension or discharge within five (5) working days.

10.05 In the case of an employee being suspended or discharged from their employment, the following process will be followed:

The employee will be notified that during their suspension or discharge they are not allowed to be on any Flex-N-Gate property. This notice will extend to all plants and not just the plant they are employed at.

Any employee who is found to be on Company property during a suspension or discharge will be considered to be trespassing.

Any request by a suspended or discharged employee to attend to a Flex-N-Gate facility must be done through prior approval of the General Manager. If the General Manager approves their attendance on Company property, the employee will be restricted to the office meeting room areas.

10.06 The termination of a probationary employee for unsuitability shall be considered as just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith. This shall constitute a lesser standard for the purposes of the Ontario Labour Relations Act. The Company will give the reason of the unsuitability to the Union in writing at the time of the termination of the probationary employee.

10:07 All suspension days will be served consecutively.

ARTICLE 11 - DISCIPLINE

11.01 When a derogatory notation, including suspension, is placed against the record of an employee, notice of such notation shall be given to the employee and the employee's Committeeperson, each of whom shall sign the same for the purpose of acknowledging receipt. The employee may treat the same as a grievance and proceed accordingly.

a) Such notation will remain against the record of an employee for twelve (12) months (nine (9) months in the case of a warning or one (1) day suspension) from the date of the notation, at the end of which time such notation will not be used against him in any manner.

b) The notation shall be given as soon as practical and in no event later than three (3) working days (excluding Saturdays, Sundays and Holidays) of the occurrence first coming to the attention of the Company provided the employee is present in the plant.

11.02 An employee who has posted into a new classification/position, and is set to be issued discipline equal or greater than a three (3) day suspension, for an on the job performance event/issue, will be allowed to remove themselves from the classification/position. Any employee choosing to exercise the above will be placed into the assembly operator classification, and will not be allowed to post into another classification/position for six (6) months.

ARTICLE 12 - SENIORITY

- 12.01 An employee will be considered to be on probation and not to be placed on the seniority list until after he has been in the employ of the Company and has completed sixty (60) days of work within a period of twelve (12) consecutive months.
- Upon completion of seniority acquisition his seniority date shall be his date of hire. Where employees are hired on the same day and obtain seniority, they shall have seniority alphabetically.
- 12.02 A seniority list of employees shall be maintained by the Company on a plant-wide basis and shall show the seniority date of each employee.
- 12.03 A seniority list of employees shall be maintained and updated each three (3) calendar months by the Company on a plant-wide basis and shall show the seniority of each employee. Such seniority lists shall be posted in the workplace.
- 12.04 When an employee is discharged or laid off the Company will notify the Chairperson of the Shop Committee in writing.
- 12.05 The Shop Committee will be retained at work, notwithstanding their position on the seniority list so long as work is available which they are able to satisfactorily perform.
- 12.06 An employee while retained on the seniority list during lay-off accumulates seniority during such period.

ARTICLE 13 - LOSS OF SENIORITY

- 13.01 If an employee who is covered by the terms of this Collective Agreement on or after the effective date of this Agreement is promoted or transferred to a job outside the bargaining unit then that person shall not be transferred back after thirty (30) calendar days in the new position and his seniority shall thereafter cease.
- 13.02 The seniority rights of an employee shall cease for any of the following reasons and his employment shall be deemed to be terminated:
- a) If an employee quits his employment;
 - b) If an employee is discharged and such discharge is not reversed through the Grievance Procedure;
 - c) If the employee fails to return to work within five (5) consecutive scheduled working days after receipt of notice of recall was issued by the Company and sent registered mail to the last known address of the employee shown on the Company's records. If such employee is employed elsewhere at the time of his recall then he shall be allowed ten (10) working days to return to work, including the day of receipt of

notice provided he notifies the Company of his intention to return within the five (5) days referred to herein;

- d) If the employee fails to report to work upon the expiration of any leave of absence granted to him, unless excused by the Company;
- e) If an employee is absent for more than three (3) consecutive working days without notifying the Company unless satisfactory reasons for such absence are given to the Company within the said three (3) days;
- f) If an employee with twelve (12) months seniority or less is laid off for a period of twelve (12) months; if an employee with more than twelve (12) months seniority is laid-off for thirty-six (36) months, or the period of his seniority, whichever is the greater.
- g) Engages in gainful employment while on a leave of absence from the Company, unless otherwise approved by the Company. It is further understood that such leaves granted by the Company will be unpaid, without all benefit coverage, with the exception of life insurance, and no loss of seniority. An employee recalled from the layoff to cover a leave of absence under this section, will be notified of the length of the recall and will be working under notice of layoff.

In the event the recall exceeds the length of the leave, it will be treated as a regular recall subject to the provisions of the Employment Standards Act, 2000.

ARTICLE 14 - LAYOFF AND RECALL

14.01 When there is a reduction in the working force, the following procedures shall be used:

- a) All TPT's through the plant shall be laid off first;**
- b) Thereafter,** all probationary employees through the plant shall be laid off;
- c)** Thereafter, employees shall be laid off in inverse order of seniority provided there are available employees who are able to satisfactorily perform the work to be done.

Employees retained must be able to satisfactorily perform the work available and will be allowed a five (5) day familiarization and instruction period.

14.02 If there is a reduction in a classification, the affected seniority employee shall have the right to utilize their seniority to another classification provided they are able to demonstrate satisfactorily to the Company that they have the skill and ability and/or previously acquired in another classification that they held. The affected seniority employee will be paid at the applicable rate of pay for the work performed in the new classification.

The above will not apply when the reduction during a shift occurs with 3 hours or less remaining in the shift.

- 14.03 When there is an increase in the working force after a layoff the reverse of the above layoff procedure shall be followed.
- 14.04 Employees recalled must be able to satisfactorily perform the work available and will be allowed a five (5) day familiarization period.
- 14.05 Whenever possible, a list of employees to be laid off shall be made available to the Union at least forty-eight (48) hours prior to the layoff becoming effective. It is understood and agreed that the Company may give shorter notice of layoff in circumstances beyond the control of the Company.
- 14.06 In the event of a layoff that lasts longer than the balance of a regular shift, upon which the layoff occurs, reduction in the working force shall be in accordance with the layoff procedure in 14.01 (above).
- 14.07 In the event of a reduction of the workforce during a shift, high seniority employees within the respective classification will be canvassed to leave early prior to the layoff of the lowest seniority employees provided however that the lower seniority employees are capable of performing the work available.
- 14.08 When students are employed they shall be laid-off before **all other** employees.
- 14.09 The Shop Committee will be retained at work notwithstanding their position on the seniority list so long as work is available which they are able to satisfactorily perform.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 Upon the application of a seniority employee and upon two (2) weeks notice, except in cases of emergency, the written request of employees for a leave of absence will be considered by the Company and upon the merit of the individual request it may be granted to such employee. The Company will respond in writing within five (5) working days. The Company will provide the Union with a copy of each leave of absence authorization. Seniority shall continue to accumulate during such leave of absence. Employees will be entitled to up to ten (10) working days leave of absence without pay per year, subject to the efficient staffing and operation of the plant.
- When a minimum of two (2) weeks notice, with proof, is provided, the above-mentioned 10 LOA's may be utilized for court proceedings.**
- 15.02 The Company will accept as a satisfactory reason for the leave of absence the employee's one-time-only conviction of an offence arising out of the operation of a motor vehicle provided that such total absence does not exceed one hundred and eighty days (180) days and further provided that

the Company is notified of the absence at the earliest possible opportunity. Such leave of absence will be unpaid.

15.03 Provided the Company is still able to efficiently operate, a leave of absence shall, upon the application of the Chairperson, be granted for any member of the Shop Committee and, if necessary, for up to four (4) members of the bargaining unit to attend to Union business provided the request is made in writing to a Company representative at least one (1) working day prior to the commencement of the leave of absence.

The Company will pay lost time for all Union leaves under this article to employees at their hourly rate of pay, and such hourly rate of pay will be reimbursed by UNIFOR Local 195.

The Plant Chairperson will be allowed a Company paid leave of absence for eight (8) hours once per year to attend the yearly Local 195 Chairpersons' meeting.

15.04 All leaves of absence in this Agreement are unpaid unless otherwise provided.

15.05 A seniority employee who is elected or appointed to a full-time position with the Union shall, upon application in writing by the Union to the Company, be granted a leave of absence for up to three (3) years. Upon similar application by the Union made within the period of such leave, the Company will grant an extension thereof on similar terms. An employee's seniority and pension credits will continue to accumulate while on such a leave.

15.06 The Company will allow an employee upon request for a (2) two week unpaid leaves of absence to be excused for his pending marriage, birth or adoption of a child. The company will not apply this time towards ELOA days and/or Attendance Policy.

15.07 A seniority employee will be granted a one-time leave of absence for a criminal conviction not to exceed (60) working days and further provided that the Company is notified of the absence at the earliest possible opportunity. It is understood this leave of absence will be considered to be both time pending and time imprisoned. Such leave of absence will be unpaid.

15.08 The Company will provide for an unpaid leave of absence for an employee regarding basic training and/or service in the Canadian Military for a maximum duration of thirteen (13) weeks. The Company agrees to pay benefits for the employee/dependents for the duration of the basic training.

ARTICLE 16 - JOB POSTING

16.01 Whenever new jobs or vacancies occur, notice of such vacancies or new jobs shall be posted in the plant on the bulletin board for a period of three (3) regular working days. Any seniority employee wishing to apply shall do so on forms to be supplied by the Company within three (3) regular working

days and within a further five (5) regular working days the Company will post the name of the successful applicant.

An employee who will be off work on an approved leave of absence, vacation or maternity leave, must inform the Union of their intention to be considered for any job posting for which they would be able to apply, prior to their leave or vacation commencing. An employee off work on Sickness and Accident or Worker's Compensation must notify the Union of their intention to be considered for any job postings within seven (7) days of their absence from work.

The most senior applicant who has the skill and ability to satisfactorily perform the job will be awarded the job.

- a) The Company reserves the right to stipulate in the posting of a job, any reasonable requirements which will be needed by the applicants. Where there are no qualified applicants, the Company may fill the job or vacancy in any manner it sees fit.
- b) All successful job applicants shall be accepted as being reclassified at the new classification as per Article 16.01(c)(iv).
- c) The Company and Union agree that a job posting progression will be established as follows:
 - (i) Set-Up Operator/Transfer Press Set-Up Operator will be the prerequisite for entry to the Die Setter Classification.
 - (ii) The Company and Union agree that the prerequisite for entry into the Transfer Press Set-Up Operator classification will be an employee who has held the Set-Up Operator classification.
 - (iii) The Company and Union agree that the prerequisite for entry into the Shipper/Receiver classification, including the spares, will be an employee who has held the Lift Truck Operator classification.
 - (iv) The successful applicant will be given a reasonable familiarization and training period of fifteen (15) days worked. The Company and the Union will meet with the applicant no later than five (5) days into the familiarization period to verify the individual's intention for the position applied for. However, should the Company recognize that the individual has acquired the skill and ability necessary for the position, they reserve the option to reclassify the individual prior to the completion of the 15 days worked.
 - (v) This same fifteen (15) days worked shall act as the new job probation period for the employee. Whereupon reasonable grounds it is decided that the employee is not fully capable of performing the duties of the new job he will be returned to the former job. A copy of the Company's evaluation may be requested by the union.

(vi) The employee shall be entitled to the wage rate for the new job or vacancy upon completion of the fifteen (15) day period, **with the exception of employees awarded a position into Press/Robotics. These employees will be entitled to the rate of pay upon entering the classification, notwithstanding 16:01(c)(iv) and (v), still apply.**

d) Any successful applicant who completes the fifteen (15) day or greater work period shall be precluded from further bidding on another new job or vacancy for a period of four (4) months. Employees will not be allowed to resign from their current job classification after their fifteen (15) day training period unless the company deems that the employee is not capable of performing set duties or the employee provides medical documentation to substantiate their resignation.

e) Employees who are placed on a job consistent with their restrictions will be allowed to post to another job provided the job is consistent with their restrictions. If the employee's transfer is denied on the basis of their restrictions, the reason for such denial will be communicated to the employee and Union in writing.

16.02 If the Company adds a new job or classification, the rate of pay and classification will be negotiated by the Union and the Company, and if an agreement is not reached between the parties, it will be the subject matter for grievance and arbitration procedure.

16.03 The Company and Union Chairperson or his designate will meet before the posting of any job requirements; failure to comply will result in a voided posting.

16.04 When an employee is awarded a posting and requires training, they will be trained within a reasonable period of time not to exceed two (2) weeks under normal operating circumstances. The Company and Union will meet to determine the number of people to be trained, training methods and schedule for any affected employees.

16.05 If a member of the committee posts for a new classification and is awarded the position based on their seniority and qualifications, but cannot receive the training required for the job because of negotiated time off the job to do Union business, he/she will be paid at the lowest negotiated rate of pay after fifteen (15) days worked and will receive his/her training after such time the employee is relieved from their Union duties. Until such time, this position will be filled in the plant as a temporary full-time position.

16.06 Upon completion of up to the fifteen (15) day training period, the employee will fill the required open vacancy until the next cell pick.

ARTICLE 17 - TIME STANDARDS

17.01 The Union agrees that the Company has the right to set time standards subject to the Union's right to grieve said standards pursuant to the provisions of this Agreement.

The speed of operations and production standards shall be based upon accepted work measurement techniques, made on the basis of fairness and equity, consistent with quality workmanship, efficiency of operations, the reasonable work capacity of normal operators and shall give due consideration to fatigue, personal time and non-cyclic work elements.

Should there be a dispute between the Company and the Union with respect to the job standard, the Union shall have the right to bring in a UNIFOR National Representative/Time Study to review the work in issue.

ARTICLE 18 - BULLETIN BOARD

18.01 The Company will provide three (3) enclosed bulletin boards under lock and key for the convenience of the Union in posting notices of Union activity. One bulletin board to be located beside the time clock area.

ARTICLE 19 - HOURS OF WORK

- 19.01 a) The normal hours of work for all employees shall be forty (40) hours per week, Monday to Friday, inclusive.
- b) In the event of a two-or three-shift operation such number of employees as required by the Company, shall rotate on such shifts each two weeks or such lesser schedule as both the Company and the Union may agree to from time to time, provided that this shall not apply to employees in positions assigned by the Company from time to time to permanent day jobs.
- c) The shift rotation for those scheduled to work a three-shift rotating schedule shall be days to midnights to afternoons, in that order.

19.02 a) The hours of work for a two (2) shift schedule will be:

Day Shift	6:30 a.m.	-	2:50 p.m.
Afternoon Shift	2:50 p.m.	-	11:10 p.m.

The hours of work for the midnight shift where the shift is less than a full shift will be as follows:

10:30 p.m. -6:30 a.m. with a twenty (20) minute paid lunch

b) The hours of work for a three (3) shift schedule will be:

Day Shift	6:30 a.m.	-	2:30 p.m.
Afternoon Shift	2:30 p.m.	-	10:30 p.m.
Midnight Shift	10:30 p.m.	-	6:30 a.m.

Work on the midnight shift shall be voluntary. However, in the event insufficient employees volunteer to work the midnight shift, this work will be assigned to the most junior employees in the classification required to work midnight.

When employees are working the midnight shift on a three (3) shift schedule, the Monday shift may commence Sunday evening at 10:30 p.m. Work between 10:30 p.m. Friday and 10:30 p.m. Saturday shall be considered Saturday work for overtime purposes and work between 10:30 p.m. Saturday and 10:30 p.m. Sunday shall be considered Sunday work for overtime purposes.

- 19.03 Each employee shall be granted a thirty (30) minute unpaid lunch period during each shift.
- 19.04 In the event the Company schedules three (3) shifts, each employee will have a paid twenty (20) minute lunch period if so scheduled.
- 19.05 The foregoing hours may be changed from time to time with notification by the Company to the Union.
- 19.06 A wash-up period of five (5) minutes shall be given to the employees immediately preceding the end of the shift.
- 19.07 Employees will receive a paid fifteen (15) minute rest period during the first shift break and a ten (10) minute rest period during the second shift break. The Company may stagger the time of these breaks in order to maintain continuous operations. If this occurs, not all employees will have their break at the same time. The parties agree this practice is known as tag relief.
- 19.08 In reference to the Company scheduling three shifts, and for the purposes of this article, twenty percent (20%) of the workforce will constitute a full shift.

ARTICLE 20 - OVERTIME AND OVERTIME RATES

- 20.01 An employee required to return to work within twenty-four (24) hours from the start time of his regular shift will be paid the applicable overtime rate.

Employees will receive time and one-half (1.5) for all hours worked on Saturday and all hours worked in excess of eight (8) hours in a day.
- 20.02 All hours of work on Sundays, paid holidays, or over twelve (12) hours per day shall be at the rate of double time.
- 20.03 For employees on the afternoon or midnight shift, unless otherwise agreed upon, the shift, which commenced on the evening of the holiday, shall be considered as the shift for that holiday.
- 20.04 The Company will equalize overtime among the employees usually performing the work within their classification as follows:

- a) A list shall be posted daily showing the accumulated overtime hours of each employee as of the day before:
- b) In the event of overtime scheduling, the lowest overtime employee shall be asked. In the event there is a disparity of four (4) hours or less, there will be no grievance filed by the Union unless the employee brings it to the attention of the company prior to the commencement of the overtime.
- c) Employees shall be charged for overtime on the basis of hours paid (e.g. 8 hours at 1.5 ½ = 12 hours charged. Eight hours at double time = 16 hours charged);
- d) Should an employee be absent because of sickness, accident, compensable injury, leave of absence, or vacation, such employee will be charged for all overtime hours he or she would have been scheduled to work had they not been absent for the above shown reasons.
- e) When additional employees are required to perform overtime work on a weekend or holiday shift, a Union representative will be present when the additional employees are canvassed or called at home in accordance with Article 20.08.
- f) Any seniority employees entering a classification will be credited with the average overtime hours of the employees within his classification, by shift.
- g) In any instance where overtime hours among employees are equal, the highest seniority employee will be asked first.
- h) An employee's inability to work on one of the weekend/holiday overtime shifts will not disqualify them from other overtime opportunities for that same weekend. However any employee who accepts overtime and fails to come in will not be eligible for any additional overtime for that weekend.
- i) All overtime hours will revert back to zero on January 1st of each year.
- j) An employee who accepts overtime and fails to show up will be double charged with hours for that shift.
- k) Employees will carry their accumulated overtime hours with them regardless of movement to another shift.
- l) An employee shall be required to initial the overtime canvass sheet(s), as either accepting or declining the overtime work opportunity and confirm chargeable/non chargeable hours.

20.05

In recognition of the Company agreeing that overtime is voluntary for employees, the parties agree that if there are an insufficient number of employees able or willing to work overtime, the Company has the right to have any other person work overtime hours, and no grievance shall be filed with respect thereto.

20.06 Bargaining unit employees will be offered all inventory related work normally performed by bargaining unit employees.

20.07 If, after ratification of this Agreement, problems arise in the application of a sub article, the parties agree to meet and resolve any and all problems relating to this article.

20.08 Overtime will be offered as follows:

Direct Labour (Assembly Worker/Press/Robotics)

i) Overtime will be offered first to the employee in the classification by low hours and by shift. If additional employees are required then overtime will be offered in the other direct classification by low hours and by shift.

ii) Overtime work will be offered to all seniority, and probationary and TPT employees before being offered to students.

Indirect Daily- same as above

Indirect Labour (Weekend & Holiday)

iii) Overtime will be offered first to the employee in the classification by low hours and by shift. If additional employees are required then overtime will be offered as follows:

- a) employees in classification on shift;
- b) employees in classification off shift;
- c) laid off employee in classification on shift;
- d) laid off employee in classification off shift;
- e) spares in classification on shift;
- f) spares in classification off shift;
- g) skill and ability on shift;
- h) skill and ability off shift;

20.09 When **40 or more employees per shift are** scheduled to work overtime, the Company agrees the Janitor will be assigned to work. When less than **40 employees per shift are** scheduled to work overtime, the Janitor with the least amount of hours on a plant-wide basis will be asked to work a split shift covering the day and afternoon shifts.

20.10 In the event of overtime scheduling, the lowest overtime employee shall be asked; however, it is agreed that when the overtime listing is posted in the plant prior to last break and prior to any overtime commencing, the employee must bring forward any errors or omissions to his/her Supervisor first, and if there is no resolution, then the employee will bring the matter forward to his/her Union representative for review.

In the event an employee does not get notice of weekend overtime, **by the end of Thursday's shift for Saturday overtime, by the end of Friday's shift for Sunday overtime** or two (2) hours notice of daily overtime, then the employee will not be charged for the overtime should he or she exercise his or her right to refuse.

An employee will not be charged for a refusal of weekend/holiday overtime when canvassed off shift, unless Letter of Understanding #37 applies.

Daily, a list of accumulated overtime hours will be furnished to the Union and posted.

The Company will provide the Union with a copy of the overtime canvass sheets for the previous week on a daily basis.

ARTICLE 21 – SHIFT PREMIUM - DELETED

ARTICLE 22 - REPORTING ALLOWANCE

22.01 In the event that an employee reports for work on his regular shift without **being given 24 hours notice or the ESA requirement, whichever is greater**, not to report, the employee will be given at least four (4) hours work or, if no work is available, he will be paid the equivalent of four (4) hours at his applicable rate of pay except in the case of labour disputes or other conditions beyond the control of the Company.

ARTICLE 23 - CALL BACK PAY

23.01 Any employee who has completed his shift and left the Company premises and is then called back to work on overtime shall receive a minimum of four (4) hours pay at the appropriate overtime rates for such additional work.

ARTICLE 24 - INJURY ALLOWANCE

24.01 An employee injured on the job shall be paid for the balance of his shift on which the injury occurred if, as a result of such injury, the employee is sent home by the Company or is sent to an outside hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Company will provide transportation for such injured employee if necessary.

ARTICLE 25 - JURY DUTY AND SUBPOENAED WITNESS

25.01 Where an employee with seniority is called to and reports for jury duty, or is called to testify as a crown subpoenaed witness, he shall be paid the difference between the pay he receives for such duty or testimony and the

pay he would have received for an eight (8) hour day at his regular hourly rate for such time lost if the employee would otherwise have been scheduled to work for the Company on any shift. The employee will be required to provide verification of attendance for any time period excused to attend jury duty.

ARTICLE 26 - BEREAVEMENT PAY

26.01 **The Company will pay for time lost, exclusive of Saturdays, Sundays and paid holidays, up to five (5) working days, at his regular rate of pay to a seniority employee who otherwise would have worked those five (5) days in the event a death occurs of a member of his immediate family.**

Immediate family shall mean the Employee's: Spouse, Daughter, Son, Step-Daughter or Step-Son;

The Company will pay for time lost, exclusive of Saturdays, Sundays and paid holidays, up to four (4) working days, at his regular rate of pay to a seniority employee who otherwise would have worked those four (4) days in the event a death occurs of a member of his **extended** family.

Extended family shall mean the Employee's:

Grandparent or Step-Grandparent, Mother, Father, Step-Mother, Step-Father, Sister, Brother, Step-Sister, Step-Brother, Brother's Wife, Sister's Husband, Grandchild, Daughter-In Law, Son-In-Law;

Current Spouse's:

Grandparent or Step-Grandparent, Mother, Father, Step-Mother, Step-Father, Sister, Brother, Brother's Wife, Sister's Husband, Daughter, Son.

Employees will be allowed one (1) day off with pay to attend the funeral of an aunt, uncle, niece, or nephew **or great-grandparent**.

At no time shall an employee be eligible for both the step-grandparent and grandparent. In the case of a common-law relationship there must be pre-existing evidence to establish that a common-law relationship has existed for a minimum of six (6) months. A common-law relationship will be recognized for the purpose of this article. It is acknowledged that same sex spouse as defined under the Family Law Reform Act will be recognized as being included in the immediate family.

26.02 In applying for bereavement pay the employee requesting such pay shall wherever possible provide prior notice to the Company of the dates he/she will be absent due to bereavement.

26.03 The employee must submit proof of attendance at the funeral or proof of death.

26.04 Should an employee request a leave of absence from the Company for up to an additional five (5) working days in the event of a death as set out above,

the Company agrees that such leave shall be granted without pay. The Company will grant an extended unpaid leave of absence of fifteen (15) days upon request of the employee in the event of a death of the employee's spouse or child.

- 26.05 In the event of a death occurring during an approved vacation, the employee will have the right to reschedule up to a maximum of four (4) working days of vacation at a later date in accordance with the provisions of Article 26.01.

ARTICLE 27 - PAYMENT OF WAGES

- 27.01 Payment of wages shall be made during regular banking hours on Thursday. If the employees pay is incorrect over \$100.00 due to a company error, the company will issue a manual cheque within one (1) business day. Pay stubs will be distributed on payday by first break.

- 27.02 The Company will continue the direct deposit of wages for each employee as a means of insuring confidentiality of earnings.

- 27.03 The pay period shall be from Sunday to Saturday.

- 27.04 T4 slips will be received by February 28th of each year.

- 27.05 Christmas Holidays

The Company agrees that the employees Christmas holiday pay and any overtime worked during the holidays will be paid under normal weekly pay period. The payment schedule for the holiday pay and any overtime worked will be dependent upon the banking holiday payroll deadlines. The Company will make reasonable efforts to deposit the pay in the week it is owed. Should the regular payday be changed to accommodate the banking schedules, it will be posted prior to the shutdown.

It is agreed that on the last day of work prior to Christmas shutdown period, the Company will schedule the last two hours of the shift for non-production activities.

Employees who wish to have their Christmas holiday pay early must apply in writing no later than December 15 and accordingly, their Christmas holiday pay will be made available on the last pay period before the holidays.

- 27:06 In the event of overpayment, the Company will inform the Union and the employee, in advance, of the repayment process, without creating financial hardship where the minimum repayment plan will be \$50.00.**

ARTICLE 28 - PAID HOLIDAYS

- 28.01 All employees shall be paid for eight (8) hours at their regular hourly rate of pay for the holidays set forth herein providing:

- a) The employee has completed his probationary period prior to the day of observance of the holiday;
- b) The employee worked his last scheduled work day preceding the holiday and the first scheduled work day after the holiday unless he has been excused for a valid reason by the Company to be absent on either or both of such qualifying days; provided that if the employee's absence is due to leave of absence, sickness, accident or layoff, such absence must have been commenced not more than sixteen (16) days prior to the date of observance of the holiday, or in the case of the December and January holidays thirty (30) calendar days prior to the first such paid holiday. In the case of absence due to sickness or accident, the employee must produce a doctor's certificate substantiating such absence if required by Company.

28.02 If an employee is required to work on a paid holiday he shall be paid two (2) times the regular hourly rate of pay for all hours worked and in addition shall receive his holiday pay in accordance with Sub Clause 28.01 above.

28.03 If any of the holidays as set forth herein falls within an employee's annual vacation, such employee will receive one (1) extra day of vacation with pay to be taken in conjunction with his vacation period.

28.04 An employee who has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work shall not be entitled to holiday pay.

28.05 The paid holidays shall be as follows:

PAID HOLIDAYS
2018 – 2019 (Year 1)

Victoria Day	Monday, May 21, 2018
Canada Day	TBD
Floater/Labour Day	Friday, August 31, 2018 and Monday, September 3, 2018
Thanksgiving Day	Monday, October 8, 2018
Christmas Eve	Monday, December 24, 2018
Christmas Day	Tuesday, December 25, 2018
Boxing Day	Wednesday, December 26, 2018
Christmas Floater	Thursday, December 27, 2018
Christmas Floater	Friday, December 28, 2018
Christmas Floater	Monday, December 31, 2018
New Year's Day	Tuesday, January 1, 2019
Good Friday	Friday, April 19, 2019
Easter Monday	Monday, April 22, 2019

2019 – 2020 (Year 2)

Victoria Day	Monday, May 20, 2019
Canada Day	TBD

Floater/Labour Day	Friday, August 30, 2019 and Monday, September 2, 2019
Thanksgiving Day	Monday, October 14, 2019
Christmas Eve	Tuesday, December 24, 2019
Christmas Day	Wednesday, December 25, 2019
Boxing Day	Thursday, December 26, 2019
Christmas Floater	Friday, December 27, 2019
Christmas Floater	Monday December 30, 2019
Christmas Floater	Tuesday, December 31, 2019
New Year's Day	Wednesday, January 1, 2020
Good Friday	Friday, April 10, 2020
Easter Monday	Monday, April 13, 2020

2020 - 2021 (Year 3)

Victoria Day	Monday, May 18, 2020
Canada Day	TBD
Floater/Labour Day	Friday, September 4, 2020 and Monday, September 7, 2020
Thanksgiving Day	Monday, October 12, 2020
Christmas Eve	Wednesday, December 24, 2020
Christmas Day	Thursday, December 25, 2020
Boxing Day	Friday, December 26, 2020
Christmas Floater	Monday, December 29, 2020
Christmas Floater	Tuesday, December 30, 2020
Christmas Floater	Wednesday, December 31, 2020
New Year's Day	Thursday, January 1, 2021
Good Friday	Friday, April 2, 2021
Easter Monday	Monday, April 5, 2021

Each seniority employee will be granted **three (3)** PPH days per contract year.

In addition, seniority employees will be entitled to an additional PPH day upon ratification, totalling four (4) PPH days and an additional PPH day in Year 3 of the Collective Agreement, totalling five (5) PPH days in Year 3.

Employee requests for PPH days must be made to the employer at least two (2) weeks in advance and shall not interfere with the schedule of production. Employees will be permitted to schedule their PPH days in four (4) hour increments.

ARTICLE 29 – VACATIONS

29.01 Employees will submit vacation requests two (2) weeks in advance.

29.02 Employees with less than one year's seniority on May 31st in each year shall receive vacation pay of four (4) percent of the employee's gross annual earnings, The Employee shall be entitled to an unpaid vacation equal to (.833 of a day) for each month worked in the current vacation year.

29.03 Employees with more than one year's seniority on May 31st of each year shall receive two weeks' vacation with pay, calculated at four (4) percent of

the employee's gross annual earnings for the preceding year, or eighty (80) hours of pay, whichever is greater.

29.04 Employees with five (5) years or more seniority on May 31st of each year shall receive three (3) weeks' vacation with pay calculated at six (6) percent of the employee's gross annual earnings for the preceding year, or one hundred and twenty (120) hours of pay, whichever is the greater. When employees reach ten (10) years of service the percentage for the three (3) weeks' vacation with pay will be calculated at seven (7) percent of the employee's gross annual earnings for the preceding year, or one hundred and twenty (120) hours of pay, whichever is the greater.

Employees with greater than ten (10) years of service will be allowed an additional five (5) days unpaid vacation to be taken in a one (1) week period, subject to approval of meeting operational needs. Approval will not be unreasonably withheld.

29.05 Employees with fifteen (15) years or more seniority on May 31st of each year shall receive four (4) weeks' vacation with pay calculated at eight (8) percent of the employee's gross annual earnings for the preceding year, or one hundred and sixty (160) hours of pay, whichever is the greater.

29.06 Employees with twenty (20) years or more seniority on May 31st of each year shall receive five (5) weeks' vacation with pay calculated at nine and a half (9.5) percent of the employee's gross annual earnings for the preceding year, or one hundred and ninety (190) hours of pay, whichever is the greater.

Effective May 18, 2019, employees with twenty (20) years or more seniority on May 31st of each year shall receive five (5) weeks' vacation with pay calculated at ten (10) percent of the employee's gross annual earnings for the preceding year, or two hundred (200) hours of pay, whichever is the greater.

29.07 There will be no vacation pay paid on vacation pay.

29.08 Vacation pay shall be paid during the first pay period of the month of July in each year or at the time of the employee's vacation, whichever he or she prefers.

Employees may ask for an advance on their vacation pay no more than four (4) times per year, provided they have accumulated enough vacation pay to cover the request. Any advanced monies will be deducted from their regular vacation pay when it is paid out in July or when the employees take vacation.

The Company will give consideration to those employees who fall short of their vacation pay entitlement as a direct result of working less than the required 1,000 hours due to "leave early with production" requests. Such employees will be credited eight (8) hours for the shift in these instances for the purposes of "vacation top-up" only.

- 29.09 The hourly rate to be paid for such vacation shall be calculated at the employee's regular base rate of pay in effect on May 31st for that year.
- 29.10 Vacations shall be taken during the vacation year following the year in which they are earned and shall not be accumulated.
- 29.11 Provided, however, that an employee who has performed less than one thousand (1000) hours of work for the Company during the twelve (12) month period ending on May 31st in each year shall be entitled only to the percentage of his gross earnings as set out above.
- 29.12 During the first year of an employee's absence on Worker's Compensation, Pregnancy/Parental/Adoption Leave and provided the employee has performed work for the Company for at least one hundred and seventy-two (172) hours in the vacation qualifying year, the one thousand (1000) hours of work for the Company in this section shall include eight (8) hours for each working day during which the employee is in receipt of compensation under the Workers' Compensation Act or on Pregnancy/Parental/Adoption Leave.

Employees entitled to an additional week of vacation pursuant to Article 29.02, 29.03 and 29.04 will be entitled to take such additional week of vacation prior to the end of the year such anniversary occurs. Employees whose anniversary occurs after June 1 will not be eligible to take the additional week of vacation until after June 1. If an employee who receives an additional week of vacation resigns or is terminated prior to their anniversary date and has already taken the extra week of vacation, the Company will have the right to deduct the week's pay from the employee.

ARTICLE 30 - HEALTH AND WELFARE

- 30.01 The Company will continue to pay the cost for seniority employees and their eligible dependents the benefits and coverage including:
 - 1. Life and accidental death and disability:

\$90,000.00	Year 1
\$100,000.00	Year 2
\$110,000.00	Year 3
 - 2. Dependents' life:

Adult spouse	- \$20,000.00
Child	- \$ 5,000.00
 - 3. Extended health;
 - a) Paramedical services-\$400.00 per calendar year
 - b) PSA Test-Employer to provide once every two years
 - c) CA 125- Employer to provide once every two years
 - 4. Vision care:

\$250.00/24 months

Employer will reimburse an employee upon receipt from the employee, proof of the cost of an eye exam. The Employer will reimburse the cost of the eye examination once per every 24 months.

Employer will reimburse an employee upon receipt from the employee, proof of orthotics up to a maximum reimbursement of \$400.00 per 36 month period.

5. Dental:
The existing Dental Plan provisions will be amended to mirror the existing Flex Canada Dental Plan provisions as outlined in Attachment "A". These changes will be effective on May 18, 2009.
6. Drug:
Rx card plan with \$1.00 co-pay and product selection
7. The Employer shall pay for seniority employees and their eligible dependents the costs of Ontario Health Insurance Plan coverage.
8. The Company will provide employees who have applied for sickness and accident benefits or workers' compensation benefits with the appropriate sickness and accident coverage directly until such time as the applicable coverage is approved or denied. Employees will be required to sign the necessary forms authorizing the Company to receive S & A or Compensation cheques once received by the employee and to authorize the withholding from pay of any overpayment by the Company, and a right of subrogation. The Employer will be authorized to commence recovery of any outstanding advanced monies, as soon as the Employee's claim is denied or approved, or the Employee returns to work.

30.02 The Company shall have the right to change insurance carriers provided equivalent or better coverage is maintained. If the carrier is changed then the Company shall provide to the Union proof of such coverage.

30.03 The Company will continue to pay the premiums for the benefits provided in this Article for eligible employees on leave of absence or layoff for three (3) months after the leave of absence or layoff commences, and for employees absent due to pregnancy/parental/adoption leave, or injury or illness, for the balance of the month in which such sickness or injury occurs and twenty-four (24) months thereafter.

Probationary employees shall not be entitled to any of the foregoing benefits. An employee becoming eligible for such benefits will be enrolled at the first enrolment date permitted by the respective carriers of the said benefits and, in any event, within one (1) month from the date that the employee becomes eligible. Any change in benefits arising from the change in status of an eligible employee shall take place at the first enrolment date following the date on which such employee changed his status.

If a dispute shall arise pertaining to this insurance plan and such dispute does not involve a difference of opinion between two legally qualified physicians, the dispute shall be handled in the following manner:

1. The employee, the Union and the Company shall review the matter;
2. If agreement is not reached at such meeting, the Union may present a grievance as described in Article 8 (Grievance Procedure) of the Collective Agreement and such grievance shall be discussed within five (5) working days from the date the grievance was submitted to the Company; unless it is mutually agreed to extend the period;
3. If the matter is not resolved through the Grievance Procedure, the arbitration provisions of the Collective Agreement may be invoked.

If a dispute shall arise involving a difference of opinion between two legally qualified physicians, the dispute shall be handled in the following manner:

- a) The employee shall continue on disability claim during the period of dispute. The Company shall have the right to recover the monies by any means available, including from vacation monies, if it is subsequently determined that the employee was not entitled to such benefits.
- b) The Union and the Company shall review the matter and determine the type of third party medical opinion (i.e. General Practitioner or Specialist);
- c) The Union and the Company shall agree on the legally qualified physician who will render the binding third party opinion. Agreement on the third party shall be reached in a reasonable and expeditious manner.

Eligible dependants will be defined as spouse and all dependants to the age of 21 or 25 if still attending full time school and to any age if physically or mentally handicapped.

Retirees:

For eligible employees who retire at age 60 with at least 20 years of service, the Company will provide to the retiree and spouse (including Surviving Spouse), Health Care Benefits as outlined below:

- a) Vision- \$200.00 maximum, every two years, plus eye exam
- b) Dental Basic 1 Plan (9 month examination) plus dentures (dentures 50% up to \$1200.00 max. every 5 years)
- c) Drug-\$2000.00 maximum combined retiree/spouse

The above listed benefits will be based on a reimbursement plan.

Survivor Benefits

The Company will provide benefit continuation for spouse and eligible dependants of an employee who passes away before retirement on the following basis:

- 1) Employee must have five (5) years seniority at the time they become deceased.
- 2) The surviving spouse will be provided health care benefits for a period of two years from the date of the employee becoming deceased or remarriage, whichever comes first.
- 3) Eligible dependants will be provided health care benefits for a period of two years from the date of the employee becoming deceased subject to the dependants continuing to qualify for benefits under the health care plan or similar coverage is provided under an additional coverage plan.

The Company will have the right to verify on an annual basis the eligibility of the dependants and if alternative coverage has been provided.

30.04 Long Term Disability

Effective after the Employment Insurance (E.I.) Sickness & Accident Benefits are exhausted (17 Weeks).

Two (2) year plan at 60% of the employee's monthly pre-disability earnings as of the date the disability commenced up to a maximum of **\$1,900.00** per month, **\$200.00 of which will be self-funded by the Company.**

Definition of disability is two (2) years own occupation, thereafter any occupation. Coverage to age 65 or end of disability, whichever occurs first.

30.05 The Company will pay a maximum of \$25.00 towards the cost of a physician's note when required by the Company to substantiate an absence. In addition, the Company will not subsidize any medical notes required pursuant to Article 13:02.

ARTICLE 31 - CLASSIFICATION AND WAGE RATES

31.01

	Current	Wage as of 18-May-18	Wage as of 18-May-19	Wage as of 18-May-20
CLASSIFICATION				
Assembler (after 72mths)	\$21.00	\$22.00	\$22.00	\$22.00
Press Operator	\$25.29	\$25.79	\$26.04	\$26.29
Robotics Operator	\$25.29	\$25.79	\$26.04	\$26.29
Crane Bay Operator	\$25.49	\$25.99	\$26.24	\$26.49
Final Audit	\$25.49	\$25.99	\$26.24	\$26.49
General Helper	\$25.49	\$25.99	\$26.24	\$26.49
Tool Crib Attendant	\$25.49	\$25.99	\$26.24	\$26.49
Lift Truck Driver	\$25.54	\$26.04	\$26.29	\$26.54
Custodian	\$25.49	\$25.99	\$26.24	\$26.49
Q.A. Weld Destruct	\$25.49	\$25.99	\$26.24	\$26.49
Truck Driver	\$25.99	\$26.49	\$26.74	\$26.99
Quality Inspector	\$25.74	\$26.24	\$26.49	\$26.74
Set -up Operator	\$26.03	\$26.53	\$26.78	\$27.03
Shipper / Receiver	\$25.54	\$26.04	\$26.29	\$26.54
Yard Lift Truck	\$25.54	\$26.04	\$26.29	\$26.54
Mig Welder	\$25.79	\$26.29	\$26.54	\$26.79
Transfer Press Operator 0-12 mo.	\$26.28	\$26.78	\$27.03	\$27.28
Transfer Press Operator	\$27.28	\$27.78	\$28.03	\$28.28
Die Set Up	\$27.89	\$28.39	\$28.64	\$28.89
Weld Technician (Level C)	\$25.49	\$25.99	\$26.24	\$26.49
Weld Technician (Level B)	\$27.50	\$28.00	\$28.25	\$28.50
Weld Technician (Level A)	\$30.00	\$30.50	\$30.75	\$31.00
Maint. Millwright	\$32.26	\$33.16	\$33.66	\$34.16
Industrial Electrician	\$32.26	\$33.16	\$33.66	\$34.16
Tool Maker	\$32.26	\$33.16	\$33.66	\$34.16

Note:

1. Group leaders will be paid \$1.00 per hour above the classification rate.
2. Any New employees hired after ratification will be paid as follows:
 - 1) Starting rate \$15.00
 - 2) **Upon Full Time Hire - \$15.50**
 - 3) After six (6) months of service increase to **\$16.15**
 - 4) After one (1) year of service increase to **\$16.65**
 - 5) After eighteen (18) months of service increase to **\$17.15**
 - 6) After twenty-four (24) months of service increase to **\$17.65**
 - 7) After thirty (30) months of service increase to **\$18.15**
 - 8) After thirty six (36) months of service increase to **\$18.65**
 - 9) After forty two (42) months of service increase to **\$19.00**
 - 10) After forty eight (48) months of service increase to **\$19.65**
 - 11) After fifty four (54) months of service increase to **\$20.50**
 - 12) After sixty (60) months of service increase to **\$21.25**
 - 13) After seventy two (72) months of service increase to **\$22.00**

Upon ratification, all current active seniority employees will be moved up one step on the above grid.

Employees who get laid off from a classification and are returning to the Assembler Classification will receive the rate of pay for where their seniority places them in the above wage grid.

3. STUDENTS

Students will be paid \$15.00 per hour.

4. TRAINING

Employees will be paid \$ 1.00 per hour above the classification rate for training hours authorized by the Company.

ARTICLE 32 – DURATION

32.01 This Agreement shall be effective from **May 18, 2018**, to and including **May 17, 2021**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at anytime within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend their Agreement beyond the expiry date of the 17th day of May, **2021**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

For the purpose of this clause, any notice under this Article shall be deemed to have been received by the party to who it was sent on the day of the mailing of such notice by registered mail addressed to the current address of the other party.

ARTICLE 33 - PAID EDUCATION LEAVE

33.01 The Company agrees to pay into a special fund two cents (2) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, and sent by the Company to the following address: UNIFOR Paid Education Leave Program, Box 897, Port Elgin, Ontario N0H 2C0.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days of class time, plus travel time where necessary, said leave of

absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. Not more than **three (3)** employees will be allowed off at a time to attend the Paid Education Leave Program. **Further, no more than one (1) employee from Skilled Trades or Weld Technicians will be allowed off at the same time for this leave.** Request in excess of the above will be at the discretion of the Company. The parties agree that the Plant Chair and Vice Chair will not be permitted to these leave at the same time.

The Company further agrees to supply the Union with the following information when each contribution is sent to the Paid Education Leave Program: the Local Union number, the Bargaining Unit(s) covered, the number of employees, the number of hours used in the payment calculation and the period of time covered.

ARTICLE 34 - HEALTH AND SAFETY

34.01 The Company and the Union agree to actively promote measures to assure the health and safety of all employees and the Company further agrees to make adequate provision for the safety and health of all employees.

The Company will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety.

The Company and the Union recognize the need to educate all employees in safe and healthy work practices. Therefore, the Joint Health and Safety Committee will conduct up to eight (8) hours of training on Company time to all employees, per year. New employees shall receive such training as the Joint Health and Safety Committee considers necessary for an employee to work in a safe manner.

The Joint Health and Safety Committee will consist of three (3) members from the Company and three (3) members from the Union. The Union Committee members will be allowed up to eight (8) hours of Company paid time off to attend health and safety seminars each year. The members of the Joint Health and Safety Committee will also attend a certification training program.

The duties of the Committee, in addition to the duties imposed under health and safety legislation are, as follows:

1. Attend scheduled monthly meetings, or emergency meetings whenever necessary, called by either the Company or the Union.
2. Prior to monthly meetings, the Committee shall tour and inspect the plant for safety and health concerns and make recommendations for changes and corrections for the elimination of health safety hazards.
3. Receive, investigate and dispose of complaints in a timely manner and prepare necessary reports.

4. Every industrial injury must be reported immediately to the employee's foreman and the Company "Accident/Incident Report" completed by the employee, his foreman and any witness. In the case of a serious accident, the Health and Safety Committee may also investigate and prepare a report.

The Company will provide the Joint Workplace Health and Safety Committee with complete hazard information on all substances in the workplace.

The Company will provide the Joint Health and Safety Committee with information on the selection of Company supplied safety equipment and protective devices deemed necessary to protect employees from disease and injury.

Each employee of the Company shall have the right to refuse, and the Safety Committee shall have the right to recommend refusal to work on any machine, device in any hazardous area, or situation, i.e. chemicals, if in his or their opinion the conditions that prevail would be dangerous to his or other worker's safety or health.

In the event the Ontario Health and Safety Act and Regulations for Industrial Plants dated June 1994 is amended to delete the Part V, (Right to Refuse or to Stop Work Where Health or Safety in Danger), Chapter 0.1, Section 43, in its entirety, the Company and the Union agree that the Collective Agreement will be amended forthwith to provide all employees with the protection rights of the June 1994 Ontario Occupational Health and Safety Act and Regulation for Industrial Plants, Chapter 0.1, Part V, Section 43, in its entirety.

In addition to the above, in the event the Ontario Occupational Health and Safety Act and Regulations for Industrial Plants, dated June 1994, is amended to delete the Use of Ministry Inspector (M.O.L.) in Chapter 0.1, Part V, Section 43, subsections (3) through (11) inclusive, then the Company and the Union will mutually agree to an acceptable dispute mechanism to be discussed and acted upon at that time.

It is also agreed that Chapter 0.1, Part VI, Reprisals by Company Prohibited, in its entirety is deleted from the Ontario Occupational Health and Safety Act and Regulations for Industrial Plants, that the Company will continue to provide the equivalent protection to all employees (Plant wide) as is stated and written in Chapter 0.1, Part VI, Reprisals by Company Prohibited, Section 50, in its entirety.

The National Health and Safety Staff of the Union shall be allowed access to the workplace upon written request to the Company. The time and date of the meeting shall be as mutually agreed by the parties.

The Union Safety Representative shall be paid his regular rate of pay for his time spent during regular hours of work performing his duties herein. The Health & Safety Chairperson will be provided the last four (4) paid hours of the shift on his last scheduled working day of the week to conduct Health & Safety discussions and meetings. The monthly scheduled Health & Safety meeting will be held during this time period.

The Company agrees that the Health & Safety Chairperson will be allowed to work a steady day shift. It is agreed the other two (2) members of the Health & Safety committee will rotate on the regularly scheduled shift change.

The Company agrees to hold health and safety discussions as part of the regularly scheduled machine group meetings at a minimum of once a month.

ARTICLE 35 - SUBSTANCE ABUSE

During negotiations, the Union and the Company representatives discussed substance abuse as it affects our employees that you represent. In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism and turnover and other disruptions of the work force, and it can adversely affect safety, job performance and employee morale.

The Company realizes the importance of a continuous co-operative effort between its Management and the UNIFOR officials and members in this regard, and it will be appropriate for the UNIFOR and the Company to review and discuss these problems from time to time, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems. A Committee will be set up comprising representation of the Company and the Union to administer a program.

Such assistance includes, but is not necessarily limited to, identification of the problems at its earliest stages, motivating the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of Management and Union alike to recognize and deal constructively with such problems as they arise.

The Company will provide all normal group insurance benefits (including sick benefits) for employees who are undergoing a prescribed rehabilitation process.

The Company will strive to co-operate with the UNIFOR in supporting and emphasizing the objectives of an employee assistance program.

The parties further agree that addiction to gambling can lead to serious medical problems. Any employee suffering medical problems as a result of addiction to gambling will be allowed to apply for S&A benefits. Eligibility and payment for S&A benefits will be in accordance with the Collective Agreement.

ARTICLE 36 - PENSION

The Employer agrees to amend the **following RRSP Plan:**

The RRSP contribution will increase on:

May 18, 2018 to 3.5%
May 18, 2020 to 4%

The above percentages will be paid on all hours worked including holiday pay and vacation pay.

ARTICLE 37 - TEMPORARY TRANSFER

37.01 When it becomes necessary to temporarily transfer an employee to a job other than his/her regular job, the employee shall be paid his/her regular rate of pay, or the rate of the job to which he/she is transferred, whichever is greater. **Should the transfer be four (4) hours or more, the employee shall be paid the greater rate of pay for the scheduled shift.** When it is necessary to temporary transfer an employee to cover a vacancy, the following procedure will apply:

- a) A vacancy in excess of five (5) working days created as a result of illness, injury, occupational accident or illness, or leave of absence will be filled by the spare within the classification for a maximum duration of thirty (30) working days. A vacancy that exceeds thirty (30) working days will be posted as a temporary vacancy pursuant to the job posting provisions of the Collective Agreement. If it is determined that this position is to be full time, the employee that posted for the temporary vacancy shall be awarded the full time position.
- b) If there is no spare for the classification or all spares are being utilized then the vacancies will be filled as outlined below.

A job transfer that does not exceed five (5) working days may be filled by the Company with the senior employee who is qualified to perform the work. Such transfer period may be extended by mutual agreement of the Company and Union.

An employee working in the Set-Up Operator classification will be given fifty (50) hours of credited time towards the Die Setter classification for each month of time served in the Set-Up Operator classification. The maximum number of credited hours which can be directed toward the Die Setter classification will be two thousand (2000) hours.

All current employees classified as a Set-Up Operator will be credited fifty (50) hours for each month already worked, to a maximum of two-thousand (2000) hours.

If a temporary transfer to cover a vacancy creates an overtime situation, then the overtime will be offered in the classification where the initial vacancy existed.

ARTICLE 38 - PROTECTIVE CLOTHING

38.01 The Company will continue its present practices in the supply of protective clothing and will pay the sum of **\$135.00** to each seniority employee for the purchase of safety shoes. Such payments will be made by separate cheque the week of March 18th of each year. Such additional protective equipment

as approved by the Safety Committee shall be supplied free of charge to the employee.

The Company agrees to provide one (1) additional safety shoe allowance per contract year for the Tool & Die, Millwright, Electrician, Die-Setters, Set-Up Operators, Transfer Press Set-Up Operators, Mig Welders, Quality Assurance (Weld Destruct), Apprentices, **Weld Technicians** and spares to those classifications, provided their current safety shoes are determined to no longer be adequate for their safety. The employee must show satisfactory proof of purchasing the first pair of safety shoes in the current year of entitlement before he or she will be reimbursed for the second pair of safety shoes.

The Company will cover 100% of the cost of prescription safety lenses, and 100% of the cost for a basic frame. Any costs above the basic frame costs will be at the expense of the employee. Replacement costs will only apply in the event the employee's prescription changes or the glasses are damaged beyond repair as a result of work.

ARTICLE 39 - COPY OF AGREEMENT

39.01 The Company is to provide a copy of the Collective Agreement in booklet form to all employees within sixty (60) days of ratification subject to the printing shop being able to complete it within this timeframe. The Company shall also provide the Union with fifty (50) additional copies.

The Company shall also supply an upgraded brochure of all the Company paid benefits.

The Company agrees to have the Collective Agreement booklets printed at a Union shop.

ARTICLE 40 - NEW TECHNOLOGY

Technological change is defined as "Changes in technology to the process, equipment or methods of production that differs significantly from that previously utilized by the Company."

In the event of a technological change as defined above, the Company will give the Union at least fourteen (14) calendar days written notice of such change, if possible.

Where practical, the Company undertakes to provide on the job training, subject to the grievance and arbitration provisions, to bargaining unit employees by seniority affected by new technology work or techniques. In the event of a technological change as defined above, the Company will meet with the Union Committee within five (5) working days of the advance notice to advise and discuss the nature of the technological change, the approximate date the Company proposes to effect the change, the approximate number of the employees likely to be affected by the technical change and the effect the technological change may have on the working conditions and conditions of employment.

A new position created as a result of a technological change will be posted in accordance with Article 16.1 of the Collective Agreement.

An employee displaced from his job as a result of a technological change will be considered laid-off within the meaning of the Collective Agreement and will have the right to displace a junior employee pursuant to Article 14.3 of the Collective Agreement.

ARTICLE 41 - HEAT SICKNESS

The Company and Union mutually recognize the desirability of an orderly procedure for accommodating employee requests to be excused from work during periods of excessive heat.

During such periods, it is the Company's general procedure to honour the requests of individual employees to be excused from work.

The Company agrees that a person who is unable to work because of heat prostration will be excused from work in the same manner as any other employee who suffers an illness at work.

Prior to an employee leaving the facility due to heat sickness, the Company will provide the employee the opportunity to have a short rest period with a cold drink to cool off. The Company will monitor this practice for any abuses and if it is found that individual employees are abusing the rest period, **or absences due to heat**, it will be brought to the Union's attention for resolution.

An employee will not be charged an ELOA day if they leave the facility due to heat sickness/stress.

The Company will provide electrolyte replacement drinks at no cost to the employees during periods of excessive heat.

ARTICLE 42 - LABOUR MANAGEMENT MEETINGS

The Company and the Union Committee will meet by the end of the second week of each month for a Labour-Management meeting to discuss workplace issues. These meetings are aimed at pro-actively resolving existing or potential problems and as a means of improving Company-employee relations. These meetings will not be used to discuss current outstanding grievances.

ARTICLE 43 - PREGNANCY/PARENTAL/ADOPTION LEAVES

43.01 This section applies only to employees having at least thirteen (13) weeks' seniority.

43.02 An employee to whom this section applies is entitled upon his application therefore to an unpaid leave of absence as per the Employment Standards Act.

Seniority, benefits and pension credits will continue to accumulate during such leave.

Such leave may be extended provided the employee furnishes the Company with a certificate from a legally qualified medical practitioner. Employees will not be allowed to return from said leave until such time as they have given the Company two (2) weeks written notice of their intention to return to work.

43.03 To be eligible for such leave an employee must report the fact of the advent of the arrival of the child as soon as possible. The employee shall give the Company two (2) weeks notice in writing of the day upon which he/she intends to commence the leave of absence and shall furnish the Company with the certificate from a legally qualified Medical Practitioner verifying the pregnancy and giving the estimated day upon which delivery will occur in his/her opinion.

In the case of adoption, verification from the appropriate authorities will be required.

43.04 Except where otherwise provided, such leaves shall be granted in accordance with the provisions of the Employment Standards Act.

ARTICLE 44 - SKILLED TRADES

44.01 Skilled trades departments for the purpose of this Agreement, shall mean the tool and die department and the maintenance department, including all commonly recognized apprenticeable trades.

- a) The purpose of this article is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with the Skilled Trades work covered by this agreement.
- b) The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Article.

44.02 Seniority in the skilled trades departments shall be by non-interchangeable occupations of trades within a department. Seniority lists shall be by Basic Trade.

44.03 Seniority of Journeymen/women in the skilled trades departments shall begin as of date of entry into such department except apprentices who once they have attained journeyman/woman status shall revert to date of entry.

44.04 Production workers will not carry seniority in the skilled trades occupations and the skilled trades workers will not carry seniority into production departments.

44.05 The term "Journeyman/woman" as used in this Agreement, shall mean any person:

- a) Who presently holds a journeyman/woman classification in the plant in the skilled trades

- b) Who has served a bona fide apprenticeship and has a certificate substantiating his/her claim of such service
- c) Who has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship course applicable to the trade in which he/she claims journeyman status and possesses ample proof of such experience.

Any further employment in the skilled trades occupations in this plant, after signing of this agreement, shall be limited to journeymen/women and apprentices.

44.06 Entry into the Skilled Trades shall be restricted to persons:

- a) Who qualify as journeymen under the provisions set forth in the immediately preceding paragraphs, or
- b) Who qualify for journeyman status through any apprenticeship program negotiated by the parties, or
- c) Who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committeeperson, or
- d) Who provide documents within fifteen working days of being promoted from any classification.

44.07 In case of a layoff in the Skilled Trades departments, the following procedure shall be used:

- a) Probationary Apprentice
- b) Probationary Journeymen/women shall be laid off first.
- c) Most Junior Apprentices' within the Trades shall be laid off next.
- d) Most junior seniority employees within the Trades shall be laid off next.
- e) Recalls shall be made in reverse order of layoffs.

44.08 The purpose of this sub article is to define the provisions governing registration, education, seniority, and all other matters pertaining to skilled trades apprenticeships.

All employees classified as an apprentice are subject to the following provisions:

- a) Current Collective Agreement
- b) Ontario Training and Adjustment Board, Apprenticeship and Client
- c) Services Branch-Guidelines and Policies
- d) Ministry of Education and Training

The Company and the Union agree to the following:

A) DEFINITIONS

- 1) The term “Company” shall mean Flex-N-Gate Howard.
- 2) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers union of Canada (UNIFOR- Canada) and its Local 195.
- 3) “Registration Agency” on labour standards shall mean the Industrial Training Branch, Department of Labour, Registration Agency for the apprentice as a student, covering related instruction.
- 4) “Apprenticeship Agreement” shall mean a written agreement between the Company, and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor, which agreement or indenture shall be reviewed by the joint Apprenticeship Committee and registered with the Registration Agencies.
- 5) “Apprentice” shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- 6) “Committee” shall mean the Joint Apprenticeship Committee organized under these standards.
- 7) “Supervisor of Apprentices” shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
- 8) “Standard of Apprenticeship” shall mean this entire document, including these definitions.

B) APPLICATION:

Application for apprenticeship will be received by the Human Resources Department of the Company. These applicants will be drawn from members within the bargaining unit, who pass the eligibility requirements. if no members are found, the Company may hire suitable candidates who must also qualify under the following requirements.

C) APPRENTICESHIP ELIGIBILITY REQUIREMENTS

- a) Must have minimum of grade 12 education or equivalent
- b) Must pass basic aptitude and skill test; passing grade being 70%
- c) The candidate with the highest seniority with a passing grade will be awarded the position

D) CREDIT FOR PREVIOUS EXPERIENCE

The Committee will submit to the Apprenticeship Branch a proposal outlining credits for previous related experience in an apprenticeship training program, or a skilled trade in any plant, that may qualify as being accepted apprenticeship hours (these hours will include any phase of the apprenticeship training or related training schedules). Credit will be determined after the probationary period. At this time the apprentice’s wage rate shall be adjusted to reflect the hours credited to him/her.

E) TERM OF APPRENTICESHIP

The term of apprenticeship shall be as established by these standards of apprenticeship in accordance with the schedule of work processes and related instruction as outlined by the ministry governing the apprenticeship program.

F) PROBATIONARY PERIOD

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During which time the Company and Committee will be evaluating the apprentice on skill and ability. During this time the apprenticeship agreement may be cancelled by the Company with reasons given to the committee in writing. This cancellation of apprenticeship is subject to the withstanding grievance procedure. Seniority will continue to accumulate in the classification which the member transferred from and if the agreement is cancelled the member shall return to his/her previous classification. there will be evaluation periods with the committee at 150, 300, and 450 hours to address any concerns of the apprentice or Company.

G) HOURS OF WORK

Apprentices shall work the same hours and be subject to the same overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work.

H) RATIO

The ratio of apprentice to journeyman shall not exceed one apprentice to four (4) journeymen in the trade in which he/she is apprenticed. The above mentioned ratio may be modified as need arises upon approval by the joint apprenticeship committee.

I) DISCIPLINE

The Company shall have the authority to discipline an apprentice and to cancel the Apprenticeship Agreement at any time for cause pertaining to his apprenticeship such as:

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

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

J) WAGES

Apprentices in each of the trades covered will be a progressively increasing schedule as follows:

0 -1000 hrs.	65%
1000-2000 hrs.	70%
2000-3000 hrs.	75%
3000-4000 hrs.	80%
4000-6000 hrs.	85%
6000-8000 hrs.	90%
8000- to Journeyman status	95%

The starting rate of the apprenticeship will be 75% of the Journeyman Classification rate for all in-house apprentices until they obtain the required hours to advance to the next wage progression.

Upon receipt of journeyman status the apprentice shall receive full wage and his seniority shall resort back to date of entry into his/her skilled trade.

K) ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent of the classes during the term and receives a passing grade. The student apprentice is required to furnish proof of his/her attendance record at school as his/her school grade. Apprentices when scheduled to work on a shift when he/she is required to attend school, will be paid for the hours he has left to do so.

L) RESPONSIBILITIES OF APPRENTICE THROUGHOUT APPRENTICE CONTRACT

- a) The apprentice will be responsible to supply all necessary tools. This may cost up to \$4000.00 throughout the apprenticeship program. He/she will receive tool allowance afforded a journeyman in his/her trade.
- b) Must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.
- c) Must maintain a passing level in their academic standards to progress to each level of the pay scale
- d) Must adhere to all Company rules, policies, and practices as per the Collective Agreement.

M) SENIORITY

- a) The apprentice will exercise their seniority in their own group. Layoff and recall procedures as in the collective agreement.
- b) Upon attaining journeyman's status their seniority will be as day of entry into their trade classification.

- c) If during probationary period it is decided by either the committee, company or apprentice to cancel the apprenticeship agreement, then the member will resort back to their previous classification.
- d) Should it be determined that the apprenticeship agreement be cancelled after the probation period then the member will be returned to production ranks.
- e) Resignation or disqualification from the apprenticeship program will result in the member not being able to reapply to future openings in the attempted trade.
- f) Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when their regular apprenticeship seniority rule shall apply. The apprentice will exercise his/her relative plant seniority at a time of layoff from the apprenticeship.

ARTICLE 45 - COST OF LIVING ALLOWANCE

- 45.00 The current C.O.L.A. formula will remain the same, however any future changes in C.O.L.A. shall remain suspended for the life of the renewal agreement, with the understanding that at the end of this agreement the total accumulated COLA payout will remain at zero.
- 45:01 The Statistics Canada February 2009 Consumer Price Index (1992 base = 100) 125.8 published in March 2009 (The Consumer Price Index) will be the base for all calculations of the cost of living allowance.
- 45:02 Subject to Section 45.08, during the entire period in this agreement ending **May 17, 2021**, all hits will be suspended under the renewal Collective Agreement.
- 45:03 The amount of the cost of living allowance shall be adjusted one cent (1¢) for each 0.06 change in The Consumer Price Index. The allowance shall be adjusted quarterly in the month of publication of the appropriate Consumer Price Index as provided in Section 45.03 hereof and shall be payable weekly commencing with the pay period following the week in which The Consumer Price Index is published.
- 45:04 In the event Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Section 45.03, any adjustments in the Cost of Living Allowance required by such appropriate Indexes shall be effective on the date specified in 45.03.
- 45:05 The cost of living allowance is payable on all hours worked, on vacation, and on holiday pay.
- 45:06 No adjustment, retroactive, or otherwise, shall be made due to any revision which may later be made in the Consumer Price Index published by Statistics Canada for any period on the basis of which the Cost of Living Allowance has been determined.
- 45:07 The continuance of the Cost of Living Allowance shall be contingent upon the availability of the official monthly Statistics Canada Consumer Price

Index in its present form and calculated on the same basis as the Index published in March 2005, unless otherwise agreed upon by the parties.

LETTER OF UNDERSTANDING #1 – PARKING

The Company undertakes to maintain adequate lighting, general maintenance and snow removal of the parking lot and walkway. The Company agrees that additional security measures to protect employee property is desirable and to these means agrees to undertake the following:

- a) Installation of additional cameras for surveillance of parking lot.
- b) The Company will undertake to provide chain-link fencing in areas of the facility to restrict access to the employee parking lot by December 2005.
- c) The Company will video-tape the parking lot area in order to assist law enforcement in cases involving damage to employees vehicles.
- d) The Company will install additional lighting of the parking lot area.
- e) The placement of any new video cameras and/or the movement of existing cameras will be discussed with the Union before any work is to be done.

LETTER OF UNDERSTANDING #2 – CANADIAN SKILLED TRADES COUNCIL DUES

The Company agrees to deduct one half (1/2) hour pay for the Canadian Skill Trades Council. The first deduction to be made from employees from the first pay received after completion of the probation period.

Future deductions to be made in January of succeeding years or upon completion of one (1) month's work in that calendar year to be submitted to the financial secretary of UNIFOR Local 195 along with a list of names for each deduction.

LETTER OF UNDERSTANDING #3 – QUALIFYING - PAID HOLIDAYS

In order to qualify for holiday pay as prescribed in Article 28 of the Collective Agreement, an employee must work a minimum of four (4) hours on both his last working day immediately preceding and following a paid holiday.* An employee who leaves work for a valid reason after four (4) hours on either day will be considered as having worked the day for the purpose of the Article. The Company will verify an employee's absence by requiring a doctor's note. Doctor's notes submitted to the Company will be considered only if dated the day of the illness or the day directly following.

* Unless he has been excused for a valid reason by the Company pursuant to Article 28.01 (b) of the Collective Agreement.

If an employee has been granted a Leave of Absence that falls on either of the posted qualifying workdays, then his or her last scheduled workday preceding or immediately following the holiday is the qualifying day. A Personal Paid Holiday or Birthday as listed in Article 28 will not be subject to an employee working his or her last scheduled workday preceding the scheduled day off, and his or her first scheduled workday after the scheduled day off.

With respect to the Christmas Shutdown schedule, an employee who is absent for the last scheduled work day prior to the commencement of the scheduled Shutdown or the

first scheduled work day after the Shutdown and is otherwise eligible for the holiday pay, will lose one (1) day pay. If such employee misses both qualifying days, he/she will not be entitled to two (2) days pay.

LETTER OF UNDERSTANDING #4 - TOOLS (NON-SKILLED TRADE)

The Company agrees to provide any tools required by non-skilled trades employees to allow the employees to perform their job functions at no cost to the employees. The Company agrees the tools will be provided and each employee will be expected to verify the completeness of the tooling inventory that he is responsible for. The Company may audit the tooling inventory and an employee will be responsible for replacing at their own cost any tools missing from the assigned tools.

The Company will provide any additional rolling tool boxes to set-up operators/transfer set-up operators if required.

LETTER OF UNDERSTANDING #5 - DISCIPLINARY RECORDS

Effective the date of ratification of this Agreement, employees records at a suspension level or greater will **roll back 1 step**, all other employees discipline records will be cleared.

LETTER OF UNDERSTANDING #6 - NON-ROTATING SHIFTS

A request by the Company or an employee to work a steady non-rotating shift for a valid reason will be acceptable only by mutual agreement by the Company and the Union. When an employee requests a steady afternoon shift, the accompanying steady day shift will be filled by the highest seniority employee in the classification.

LETTER OF UNDERSTANDING #7 - LOCKERS

The Company will supply a locker to **all** employees within **ninety (90)** days of ratification.

LETTER OF UNDERSTANDING #8 - TELEPHONE MESSAGES

The Company undertakes to relay telephone messages to the Plant Chairperson (or designate) as quickly as possible. The Company will make the necessary arrangement to provide the afternoon shift plant supervisor with a cell phone to accommodate emergency telephone calls to the plant.

LETTER OF UNDERSTANDING #9 - FANS

The Company will supply/ensure a working fan is at every workstation by April 1st of every year. **In addition, the Company agrees to clean the fans, at a minimum, once annually.**

LETTER OF UNDERSTANDING #10 – CHAIRS

The Company will supply a sufficient amount of chairs in all lunchrooms.

LETTER OF UNDERSTANDING #11 – LIFT TRUCK DRIVER TRAINING

The lift truck drivers will be provided with job training and certification on the operation of the lift truck. Additionally, the Company will provide in-house hands-on training on a lift truck prior to commencing his/her duties on the shop floor.

LETTER OF UNDERSTANDING #12 - JOB ROTATION (PRODUCTION - WORK CELLS)

The Union recognizes the right of the Company to organize the workplace in Cell Teams.

In the interests of creating job enrichment, maintaining broadly skilled seniority employees and avoiding possible injury, physical stress or job fatigue, the Company shall allow employees to have the opportunity to rotate to different cells every four (4) months. The cell teams will be rotated in January, May and September. Upon the Company determining the work cells, the Company agrees to review with the Union the work cells that are to be implemented. The Company will canvass employees to determine first which shift the employee prefers and second which cell the employee prefers, seniority will be the final decision in case of dispute. Steady shift employee's will be required to identify which shift will be their home shift (A or B), home shift request will be assigned by seniority. The parties agree that the A and B shift's for the purposes of "home shift" will be divided evenly as reasonably possible. When a steady shift employee is working on their off shift the employee will be assigned as the lowest seniority floater.

Employees will remain in the work cell and shift where their seniority holds for the duration of the four months until the next cell rotation. Employees performing work where work cells are not defined shall have the opportunity to request their desired shift by seniority. This provision shall not apply to classifications excluded by the mutual agreement of the Company and the Union.

On the midnight shift, where work cells have not been established, the Company will allow employees to select their work area by seniority.

Employees will be allowed to select their Cell Teams in order of seniority, providing there are sufficient employees available to perform the required work.

Any difficulty with job rotation shall be taken up between a member of the shop committee and a designated member of Management at a Labour/Management meeting.

In the event it becomes necessary to transfer an employee(s) into a Cell Team other than his own Cell Team then the Company agrees that the lowest seniority employee(s) will be transferred. All probationary employees will be transferred first.

It is understood that if the Company does not organize the workplace into Cell Teams then the Company and Union will negotiate a new system of work organization and assignment procedure. If the Company and Union cannot mutually agree on the procedure then the matter will be submitted to a grievance commissioner or arbitrator.

Work within each Work Cell will be assigned by daily rotation within the cell.

- A) For the vacancies available, the employee will have the right to one of the openings to be filled by his/her seniority, and shall follow the existing rotation.
- B) If your cell goes down, at that time, the employee will have the right to one of the openings to be filled by his/her seniority.
- C) The company has the responsibility to make sure all rotational rules are abided by.

When an employee requests a shift change within their classification, provide the company is given one (1) week notice and the shift change is approved, he/she will become the lowest seniority floater on the new shift. If the transfer is temporary, the employee retains his/her rights to the work cell he/she vacated on his/her regular shift. Shift change request must be five (5) days or greater in length.

When an employee is laid off from a classification and returned to their prior classification, the employees last cell pick for the classification they are returning to, will be valid to determine the employees shift and cell until the next scheduled cell pick, notwithstanding Article 14.02.

LETTER OF UNDERSTANDING #13 - PLANT CLEANLINESS

The Company agrees to undertake a major cleaning (including walls, floors) of the two (2) current lunchrooms, smoke rooms, washrooms and locker rooms during the summer shutdown and Christmas shutdown period. The Company will undertake to re-paint the walls of the lunchrooms, smoke rooms, washrooms and locker rooms during the summer shutdown period each year. The Company agrees that each subsequent year of the Collective Agreement during the summer and Christmas shutdown, they will re-evaluate the need for any additional painting requirements.

LETTER OF UNDERSTANDING #14 - TOOLS

The Company will supply those tools not normally required by skilled trades employees on a daily basis. They will be distributed on a sign out basis, as required.

The Company will replace any broken or stolen tools incurred by the skilled tradesman in the normal line of duty at Flex-N-Gate Howard with the same value or brand name.

It will be the responsibility of the employee to supply the Company, and keep up to date, a complete inventory list of all personal tools and brand names, on the Company premises. Any tools not included in the inventory list will not be subject to reimbursement. The Company reserves the right to verify said inventories.

LETTER OF UNDERSTANDING #15 - HIRING OF OUT OF WORK UNIFOR MEMBERS

The Company agrees to give consideration to hiring out of work UNIFOR employees providing they are able to completely perform the required work. The Company and Union recognize the Preferential Hiring in each Ventra/Flex-N-Gate. UNIFOR Local 195

Agreement, where applicable, will take precedence in having the opportunity for any available job vacancies.

LETTER OF UNDERSTANDING #16 – OVERTIME CANVASSING

The Company and the Union recognize the importance of meeting customer production schedules. In the event the Company cannot obtain sufficient volunteers, the Union will canvass the plant membership to ask employees to assist the Company in ensuring that customer requirements are satisfied.

LETTER OF UNDERSTANDING #17 - CONTRACTING OUT

The Company will advise the Union (two weeks' notice wherever possible) of its intent to subcontract or outsource out any work (jobs) and will explore alternative that could keep the plant work in this bargaining unit.

LETTER OF UNDERSTANDING #18 – REPRESENTATION FUND

The Company will pay monthly into a special fund two cents (\$0.02) per hour per employee for all compensated hours to the Local Union for the purpose of representation in areas of W.C.B., UI, C.P.P., disability and health and welfare benefits.

In addition, the Company will start and pay monthly into a new plant fund, two cents (\$0.02) per hour per employee for all compensated hours.

LETTER OF UNDERSTANDING #19 – SEVERANCE PAY

In the event the Company ceases operations, employees with ten (10) years or more of seniority will be provided with two (2) weeks of severance pay per completed year of service, notwithstanding the provisions of the Employment Standards Act. Employees with less than ten (10) years of seniority will be provided with severance pay in accordance with the provisions of the Employment Standards Act.

LETTER OF UNDERSTANDING #20 - PREFERENTIAL HIRING

If any **Flex-N-Gate (Howard, Lakeshore, Flex Canada)** plant in a UNIFOR Local 195 bargaining unit is hiring new employees and there are seniority employees from such other **Flex-N-Gate (Howard, Lakeshore, Flex Canada)** UNIFOR Local 195 bargaining locations on layoff, the parties agree to the following arrangement:

The laid off seniority employees may request to have their names placed on a "Preferential Hiring Pool List". Employees will be offered employment at the hiring plant in order of their seniority, from all the plants where employees are on layoff, provided they are qualified and they have the ability to perform the required work within the entry level production and skilled trades classifications only.

A seniority employee who accepts a job with Flex-N-Gate Howard while on layoff from their home plant will not be considered to have resigned from their home

plant and will maintain recall rights and employee benefits at their home plant in accordance with the provisions of the applicable home plant Collective Agreement.

Upon an employee accepting employment at the hiring plant, the Employer and Employee will have a thirty (30) day trial period to determine if the Employee is able to perform the work at the new facility. If during the thirty (30) day evaluation period, the Employee determines they do not wish to continue their employment at the new facility they must provide the Employer with written notice of their intention to resign a minimum of two (2) weeks prior to their last day worked. Provided the Employee submits their notice of intention to resign within the thirty (30) day calendar period, the Employee will be laid off and placed back in to the Preferential Hiring Pool, in accordance with their seniority.

If during the thirty (30) day evaluation period, an Employee fails to provide two (2) weeks notice or submits notice after the thirty (30) day trial period, the Employee will be deemed to have voluntarily terminated their employment and will be placed at the bottom of the "Preferential Hiring Pool" for ninety (90) calendar days, after which time they will be placed on the "preferential Hiring Pool List" in accordance with their seniority.

If an Employee is required to attend an orientation-training program prior to commencing employment, the Employer will reimburse the employee for the hours spent during the orientation-training period.

An Employee who accepts full time employment through the "Preferential Hiring Pool" will be obligated to accept a recall to their home plant or they will forfeit their recall rights. The Employee vacating their position at the hiring plant because of recall to their home plant will have the option of returning to the new hire plant in the seniority position they would have maintained should they be laid off again from their home plant. The option to return to the new hiring facility will only be allowed during the first thirteen (13) weeks of the Employee returning to their home plant or if they get laid off from the hiring plant on a short term layoff with an approximate date of return to work.

It is further agreed that any employee accepting employment with a Flex-N-Gate plant will not be entitled to any additional Vacation or PPH/Sick days than they would be otherwise entitled to at their home plant. An employee accepting employment at the hiring plant will assume the PPH/Sick Day Collective Agreement entitlement of the hiring plant upon the next applicable eligibility date.

Also, a seniority employee who declines an offer of employment with the hiring Flex-N-Gate plant while on layoff from their home plant will maintain their recall rights at Flex-N-Gate, in accordance with the applicable Collective Agreements.

Seniority employees hired by the provisions of this Letter of Understanding at another Flex-N-Gate plant will have date of entry seniority with no probationary period. However, an employee will carry his/her disciplinary/attendance record as well as seniority for pension credits/accrual, service and eligibility purposes and for vacation entitlement (but not vacation preference).

All provisions of this Letter of Understanding are applicable to those employees of each Flex-N-Gate, UNIFOR Local 195 bargaining unit that have ratified this Letter of Understanding.

LETTER OF UNDERSTANDING #21 - WORKPLACE COMMITMENT

LETTER OF UNDERSTANDING
FLEX-N-GATE HOWARD
WORKPLACE COMMITMENT

The Company commits to maintaining its manufacturing operations at Flex-N-Gate Howard during the term of the current and renewed Collective Agreements for the period of May 18th 2018 to May 17th 2021.

The Company has been successful in being awarded the New GM Y2XX Corvette Brake Pedal. We are prepared, pending ratification of this Collective Agreement, to commit to placing this program in Flex N Gate – Howard Division facility.

The Company has been successful in being awarded the FCA JT Pickup. We are prepared pending ratification of this Collective Agreement to commit to placing this program in the Flex N Gate – Howard Division facility.

The Company's commitment to the employees also includes a commitment to be considered for bidding on future work and replacement work.

However, the parties do recognize that a total elimination of jobs or a reduction in customer demands are out of control of the Company and could result in a possible layoff of the bargaining unit employees.

Additionally, the Company is committed to upgrading the facility including, but not limited to: adding additional locker areas, upgrading washroom facilities, air compressor replacement, press room upgrades, new transfer installation, crown replacement on 2004 and press drive replacements.

Yours truly,

Roger Verscheure
General Manager

LETTER OF UNDERSTANDING #22 – BACK-UP PROCEDURE

When it is deemed necessary by the Company, Back-up positions will be posted by shift. An employee may only hold one back-up position and only on one shift.

All back-up positions will be filled by the highest seniority employee who is willing and able to perform the work.

In the case of postings for back-up positions, there will be a fifteen (15) day training period. Once an employee has successfully completed the training period he or she shall be precluded from further bidding on another back-up posting for a period of four (4) months.

Back-ups will not share in any of the overtime with the regular employees in the classification however, back-ups may be asked to work after all regular employees in the classifications have been offered all the overtime work available on their_shift. Any overtime worked as a back-up will be charged on their regular overtime sharing list. When performing in a back-up position, an employee will receive their regular rate of pay or the rate of pay for the job they are performing, whichever is greater.

Back-ups will not be used if regular employees from the classifications are laid-off from the classification and working on the same shift. Back-ups will be utilized in line with their seniority. Back-ups other than Transfer Set-Up Operator will come from the direct classifications. Back-ups will be utilized in the following classifications.

1. Final Audit
2. Lift Truck
3. Custodian
4. Truck Driver
5. Shipper/Receiver
6. Mig Welder
7. Set Up Operator
8. Quality Assurance (Weld Destruct)
9. Crane Bay Operator
10. Quality Inspector
11. Yard Lift Truck Driver
12. Transfer Set-Up Operator
13. Crib Attendant

The Transfer Set Up operator will act as a back-up to the Die Setter when required. The Set-Up Operator will act as a back-up to the Transfer Set Up Operator when required.

The Company will post for required back-up positions within thirty (30) days of ratification of the Collective Agreement. The Company will provide a timeline to undertake any training requirements as a result of the postings for the affected back-up positions within thirty (30) days of the posting coming down.

LETTER OF UNDERSTANDING #23 - JOB CLASSIFICATIONS

No job currently performed by Union members will be re-classified as a non-union job.

LETTER OF UNDERSTANDING #24 - WORKING CONDITIONS

The Company and the Union acknowledge that a clean work environment is essential to the safety and well being of the work force.

The Company will instruct all employees during Orientation and Cell Team meetings that, while operating a press, they are not to transfer parts until the ram has stopped at the top of press.

The Company agrees that the Union will be allowed time during the Orientation of new employees.

LETTER OF UNDERSTANDING #25 - E.L.O.A.'S

The Company agrees that an employee will not be charged an E.L.O. A. day for any scheduled Company paid absence including Bereavement Leave. Company paid leaves are only such paid leaves paid directly by the Company and not by a third party agent. Employee's reporting late up to one (1) hour after the start of the shift will not have an E.L.O.A. day recorded in their employee record.

The company will recognize ten (10) E.L.O.A days per calendar year. These E.L.O.A days must meet the criteria as outlined in the Employment Standards Act.

LETTER OF UNDERSTANDING #26 - OUTSIDE CONTRACTING (SKILLED TRADES) - JOB SECURITY AND WORK OWNERSHIP SKILLED TRADES

This letter is written to confirm the Company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. The Company will provide the appropriate Union representative with advance notice of outside contracting relating to work, which is normally performed by the Skilled Trade work force.

No bargaining unit employee with the present skill and ability shall be laid off while work belonging to the Company is being performed by outside contractors provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

The Company will commit that there will be no reduction of skilled trades employees as a result of outside contracting throughout the life of this agreement. More specifically:

1. Planning- Plant management shall meet monthly to review with UNIFOR skilled trades representatives projected work loads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities, and the fabrication of tools, dies, jigs, patterns, and fixtures.
2. Full Utilization-It is the policy of the Company to fully utilize its own employees in skilled trades classifications in the performance of all work attributed to their specific trades. Consistent with local scheduling practices, when such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.

LETTER OF UNDERSTANDING #27 - SKILLED TRADES TOOL ALLOWANCE

The Company agrees to purchase tools for all seniority skilled trades employees as follows:

Year 1	\$250.00 upon ratification \$250.00 to be allocated in October 2018
Year 2	\$250.00 to be allocated in May 2019 \$250.00 to be allocated in October 2019
Year 3	\$250.00 to be allocated in May 2020 \$250.00 to be allocated in October 2020

The tool allocation will be for purchasing tools directly related to his/her work responsibilities. It is the responsibility of the employee to provide to the Employer an up to date inventory of all personal and Company purchased tools. The Company reserves the right to verify said inventories. These monies will be paid out to such employees in the first pay period in May and October, by direct deposit.

LETTER OF UNDERSTANDING #28 - WELD TECHNICIANS/RECOGNITION

Seniority in the Weld Technician Classification will be by classification only.

LETTER OF UNDERSTANDING #29 - WELD TECHNICIAN ISSUE

The Company and Union agree that work currently being performed by Weld/Automation technicians shall be considered as bargaining unit work subject to the following:

- (a) The three (3) levels of skill, knowledge and compensation will be as follows:
 - i. Level C – entry level (job posting, testing). **Additionally, must have obtained or be capable of obtaining a Diploma in the Electronics Engineering Technology – Industrial Automation Program from a recognized post-secondary Institution. The Company will conduct an evaluation no later than eighteen (18) months to determine if the qualifications for Level B have been met. The Company will review the evaluation results with the Union.**
 - ii. Level B —**Must have a Diploma in the Electronics Engineering Technology – Industrial Automation Program from a recognized post-secondary Institution.** Capable of working independently with minimal supervision. The Company will conduct an evaluation ~~test~~ no later than fifteen (15) months to determine if the qualifications for Level A have been met. The Company will review the ~~test~~ **evaluation** results with the Union.
 - iii. Level A – fully qualified – able to work independently with no supervision and maintain the weld lines.
 - iv. When there is a reduction in the workforce, layoffs will commence first by Level C employee’s, then Level B employee’s and finally Level A employee’s.

LETTER OF UNDERSTANDING #30 - TPT EMPLOYEES

The parties agree to include the new Temporary Part time (TPT) employee language as negotiated during the last set of negotiations in April, 2008.

The Company will be permitted to hire additional personnel to fill in for bargaining unit employees (one to one ratio) who are absent or declined an opportunity to work on a shift as follows:

- 1) Casual absences
- 2) Leaves of Absences
- 3) Vacations
- 4) Sick and Accident or WSIB absences
- 5) Training or schooling
- 6) Cover overtime needs after all seniority and probationary employees entitled to work have been asked for all overtime available.

Such additional employees shall be classified as Temporary Part Time (TPT) employees and will form a "General Labour Pool" and subject to the following conditions of employment:

- 1) TPT employees shall be limited to the provisions of the Collective Agreement as probationary employees and as provided herein.
- 2) TPT employees will not acquire seniority pursuant to the terms of this agreement and shall be considered to have less seniority than that of a probationary employee.
- 3) TPT employees shall be required to pay Union Dues and Initiation fees according to the Union Constitution.
- 4) The use of TPT employees shall be limited to the Production Operator classification.
- 5) TPT employees shall receive the hourly rate of a probationary operator, and overtime premiums after forty (40) hours worked in the week.
- 6) TPT employees will work overtime in accordance with Article 21.
- 7) A TPT employee will qualify for holiday pay consistent with the provisions of the Employment Standards Act, 2000.
- 8) A TPT employee shall not work more than **480 hours consecutively (other than approved time off and entitled leaves under ESA) or a total of 1000 hours** in a twelve (12) month period from date of hire. In the event a **TPT reaches the above-mentioned thresholds, they will be deemed a full-time employee.**
- 9) The Company agrees that TPT employees will not be used to circumvent regular manpower.
- 10) In the event a TPT employee is hired as a permanent full time employee, provided they have completed a total of 480 hours in a 12 month period, they will not be required to put in a new probationary period and their seniority date will be the date they are hired as full time.
- 11) The Company agrees to supply the Union a daily list of TPT employees with all hours worked, upon request.

- 12) TPT employees will not be used to replace any employee who refused a job under the Occupational Health and Safety Act.
- 13) If full time employees are to be hired, employees will be hired first from the Preferential Hire List and second from the TPT Pool in order of hours.
- 14) The use of TPT's from the pool will be on a rotation basis.
- 15) TPT employees will not be used during any period of layoff except as follows:
 - I. The use of TPT's during any period of layoff will be limited to Fridays, Mondays, weekends and holiday overtime after the provisions of the Collective Agreement have been exhausted;
 - NOTE: If Friday is a holiday, then the period will be extended to include Thursday prior to the holiday. If Monday is a holiday, then the period will be extended to include the Tuesday following the holiday.
 - II. Laid off employees will notify the employer at the time of layoff if they want to be utilized as a TPT during the period of layoff. Employees who do not initially opt to be placed on the TPT list, may at a later date, notify the Company in writing of their intent to have their name placed on the list.
 - III. Laid off employees will be subject to the same terms and conditions as all TPT's except as follows:
 - The rate of pay will be the rate of pay for the work currently being performed in effect at the time of layoff including premium pay for premium days worked and vacation pay based on the percent in effect at the time of layoff;
 - IV. Laid off employees will be offered work opportunities prior to offering it to the other TPT employees.
- 16) The Company will utilize the following group of individuals for these TPT positions;
 - Laid off employees from this plant who have notified the Company, in writing, of their desire to be considered;
 - Preference will be given to children, relatives of current employees, and any other individual who meets the requirements of the hiring screening process.
- 17) Laid-off employees who elect to become TPT's will be removed from the TPT list upon the second (2nd) instance which they fail to cover a shift they have accepted to work. Once their name is removed from the TPT list they are not eligible to become TPT's for the duration of the current lay-off.

LETTER OF UNDERSTANDING #31 - OVERTIME

In the event there is insufficient number of employees to work Saturday overtime and the Company can provide proof that customer shipments will not be met, and after exhausting all options in accordance with the Collective Agreement, the Company has the right to schedule employees with the lowest overtime hours to work that Saturday. Such scheduling cannot occur more than once a month.

The Union will monitor this practice and if found that it is being abused and not fairly utilized then this letter of understanding will be revoked.

LETTER OF UNDERSTANDING #32 – NON-SKILLED TRADES TOOL ALLOWANCE – RE: WELD TECHNICIAN ONLY

All members of the Weld Tech classification will receive a five hundred dollar (\$500.00) tool allowance.

Year 1	\$250.00 upon ratification \$250.00 to be allocated in October 2018
Year 2	\$250.00 to be allocated in May 2019 \$250.00 to be allocated in October 2019
Year 3	\$250.00 to be allocated in May 2020 \$250.00 to be allocated in October 2020

These monies will be paid out to such employees in the first pay period in May and October, by direct deposit.

LETTER OF UNDERSTANDING #33 - JOB DUTIES - SKILLED TRADES

Within thirty (30) days of the ratification of this new agreement, The Company agrees to meet, **two (2) times per year**, with the Plant Chairperson, Skilled Trades Representative, the Weld Technician Steward and the Local Representative for the purpose of reviewing ongoing concerns relative to the differentiation of the job duties between the Skilled Trades groups and the Weld Technician classification.

LETTER OF UNDERSTANDING #34 - MODIFIED WORK PROGRAM

In order to assist injured workers returning to productive and meaningful Regular duties and to identify additional modified opportunities, we agree to the establishment of a committee to be comprised of **the Union Benefit Representative and** the Human Resources Manager.

It will be the goal of this Committee to develop and maintain a Modified Work Program for the betterment of all concerned parties. The parties shall structure a program under the guidelines set out by the Workplace Safety and Insurance Board and wherever possible will utilize their Work Site Analyst to assist the Committee in their efforts.

This Committee will meet monthly as required, and less often should there be no need to meet (not less than once every three months).

In a case of an injured employee returning to the work place that injured employee shall meet with the Committee to review the modified work opportunities that pertains to their restrictions. The Committee, and with the input of the injured employee, will decide on what modified work, if any, best suits their needs. In some cases it may be necessary to have the employee's adjudicator attend this meeting.

Each case will be reviewed by the Committee on its individual merit for rehabilitation to former duties, comparable work or suitable work.

An employee will have an opportunity to work overtime as long as the overtime available is within the employee's restrictions under the Modified Work Program as provided by the treating physician.

In addition it will be the responsibility of the employee to provide medical documentation to support their ability to work overtime satisfactory to the employer and in accordance with their functional ability and subject to availability of the modified work. Failure to provide medical documentation confirming the ability to work, will result in the employee ineligible for the overtime opportunity. Employee's restrictions must not limit their capability of meeting a minimum of producing fifty percent (50%) or greater of the normal daily production rate in order to be considered eligible for the overtime. In cases of work related injuries, the employee's ability to work overtime must also be approved by WSIB to determine if the modified work is suitable.

LETTER OF UNDERSTANDING #35 – ASSEMBLY WORKER CLASSIFICATION

The parties agree to establish upon ratification of this renewed Collective Agreement a new hourly classification called "Assembly Worker".

The new classification will consist of employees being assigned to perform tasks and duties related to the manufacturing of any and all "new work" brought into the Flex-N-Gate Howard facility. "New Work" will be considered to include any and all additional production related assembly work or welding work currently not being manufactured at Flex-N-Gate Howard as of the date of ratification of this renewed Collective Agreement.

All employees performing this work, will be assigned to the Assembly Worker classification and receive the applicable rate of pay. This will include any current or recalled employees, preferential hire employees or Temporary Part Time (TPT) employees, assigned to this new classification.

For the purposes of overtime, transfers, etc. those employees in the Assembly Worker classification will be designated as a separate overtime group. The rate of pay for the Assembly Worker classification will be as referenced in Article 31 Wages.

LETTER OF UNDERSTANDING #36 - OVERTIME

When there is only one shift of overtime being worked in **any** classification on a weekend or holiday, the company will offer the overtime to the employee(s) with the lowest amount of overtime hours on a classification wide basis. For the purpose of this letter of understanding, if a situation arises where employee(s) are required to be called in for an emergency or any other shift other than the scheduled overtime shift, this will not constitute a second scheduled shift.

LETTER OF UNDERSTANDING #37 – WOMEN'S ADVOCATE

The Parties agree to recognize the role of a Women's Advocate in the workplace. The Women's Advocate will be elected from the female bargaining unit employees, once every three (3) years. The Company agrees to allow for the Women's Advocate to attend a course(s) for up to **twenty-four (24)** hours duration during their respective three (3) year term. The parties agree that the Paid Education Leave provisions of Article 33.01 shall be

utilized for all applicable reasonable costs associated with such training. The Company will pay the Women's Advocate's lost wages associated with attending this course.

LETTER OF UNDERSTANDING - #38 - RE: EMPLOYEES AT 80pts OR GREATER BY DECEMBER 31, 2018, 2019 and 2020

For those employees, who will have accumulated 80pts or greater (being a combination of age & years of service ie. 55yrs old w/ 25yrs of service) by December 31, **2018, 2019 and 2020**, the following options are available from the date of ratification until 5pm on July 31, **2018, 2019 and 2020**:

Option #1:

Your retirement date (last day of work) will be no later than August 30, **2018, 2019 or 2020**.

You will be moved to the company's retiree benefits package on the date following your retirement date.

You will receive a one time, lump sum payment in the amount of \$7,500.00 less statutory deductions, the next pay date following your date of retirement.

Option #2

Your retirement date (last day of work) will be no later than August 30, **2018, 2019 or 2020**.

You will receive a one time, lump sum payment in the amount of \$14,750.00 less statutory deductions, the next pay date following your date of retirement.

LETTER OF UNDERSTANDING #39 – SIGNING/LUMP SUM BONUS

Upon ratification the parties agree to the following:

Option #1

A **\$1,500** signing bonus (less statutory deductions) to be issued to all **active** seniority employees, payable by the 3rd pay date after ratification. New hires, in the plant on May 18, 2018, who have not completed the sixty (60) days of work probation period, will be eligible to receive the signing bonus upon successfully completing the sixty (60) days of work probation period.

Option #2

- **A \$500 lump sum payment (less statutory deductions) will be issued to all active seniority employees upon ratification. New hires that have not completed the sixty (60) days of work probation period, will not be eligible to receive these monies.**
- **A \$500 lump sum payment (less statutory deductions) will be issued to all active seniority employees on the 1st pay date in December of 2019. New hires that have not completed the sixty (60) days of work probation period, will not be eligible to receive these monies.**
- **A \$500 lump sum payment (less statutory deductions) will be issued to all seniority employees on the 1st pay date in December of 2020. New hires that**

have not completed the sixty (60) days of work probation period, will not be eligible to receive these monies.

These monies may also be allocated to an employee's RRSP account.

Options must be submitted in writing to the company no later than 5 pm on May 25, 2018.

Inactive seniority employees will receive such monies upon return to work, if their return to work occurs during the duration of the collective agreement.

LETTER OF UNDERSTANDING #40 – DOMESTIC/SEXUAL VIOLENCE LEAVE

The Company agrees to recognize that an employee sometimes faces situations of violence or abuse in their personal life that may affect their attendance or performance at work.

For that reason, the Company and the Union agree when there is adequate verification from a recognized professional (ie: doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

An employee will be entitled to five (5) paid days and up to a total of 10 days off, plus an additional unpaid, job protected fifteen (15) week leave off of work to deal with domestic/sexual violence situations with adequate verification.

MEMORANDUM OF AGREEMENT - COLLECTIVE AGREEMENT RENEWAL

BETWEEN

FLEX-N-GATE HOWARD (Hereinafter called the "Company")

-and-

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (UNIFOR – CANADA) AND IT'S LOCAL 195 (Hereinafter called the "Union")

WHEREAS the parties have negotiated the attached Memorandum of Settlement as a renewal of said Collective Agreement;

The parties hereby agree as follows:

The terms and conditions of the Collective Agreement between the parties is renewed in its entirety, save and except as follows:

- 1) The amendments attached hereto and forming part of this Memorandum of Agreement.
- 2) The parties hereby agree to unanimously recommend this agreement to their respective principles for ratification.

- 3) Except as otherwise provided, this Agreement shall be effective on the date of ratification and shall expire on May 17, 2021.
- 4) All amendments and additions to the Collective Agreement signed by the parties during negotiations will be incorporated into the Collective Agreement.

SIDE LETTER - RE: BEREAVEMENT PAY

In the event an employee or their partner, has a miscarriage, bereavement pay, **in accordance with Article 26:01**, will be paid, provided the miscarriage occurs after the first trimester.

This agreement while outside the agreement will remain in effect for the life of the agreement.