

SOURCE	Unica	
EFF.	2007/10	01
TERM.	2008/09	30
No. OF EMPLOYEES	800	
NOMBRE D'EMPLOYES	kp	

Memorandum of
COLLECTIVE LABOUR AGREEMENT
 entered into
as of the 1st day of October 2004

BETWEEN:

COOPER STANDARD AUTOMOTIVE (CANADA) LIMITED

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

- AND -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
 AND

GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
 AND ITS LOCAL 4451

(HEREINAFTER REFERRED TO AS "THE UNION")

ARTICLE I- PURPOSE

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

ARTICLE II- RECOGNITION AND SCOPE

2.01 (a) The Company recognizes the Union as the exclusive bargaining agent for the bargaining unit composed of all employees of the Company in its Plant #1, 1030 Erie Street and its Plant #2, 703 Douro Street, in the City of Stratford, Ontario, save and except supervisors, persons above the rank of supervisors, timekeepers and time clerks, office and sales staff and plant guards.

(b) The said plants, while they are in operation, shall be treated as separate divisions for the purposes of this Agreement and the employees in each division shall have separate plant committees and separate seniorities and seniority lists but both divisions shall have a single grievance committee, as hereinafter provided.

2.02 Wherever the word employee or the word employees is used throughout this Agreement it shall mean the employee or employees within the respective divisions (hereinafter sometimes referred to as the divisions or division) as provided in Sections 2.01 (A) and (B).

2.03 As a condition of employment, any employee hired or transferred into a division shall become a member of the Union not later than 30 days following their hire or transfer into that division and shall maintain membership in the Union as a condition of continued employment. During the orientation process, the new employee will be introduced to their Union steward.

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

2.05 In the event that the Company moves or transfers a portion of the production and equipment at Plants 1 and 2 in Stratford to a new factory owned or leased or operated by it, then in that event, the Company will give the Union notice of such a move or transfer as far in advance as practicable and will meet with the Union for the purpose of working out a transfer or production agreement covering employees laid off as a result of such move or transfer, provided always however, that there is no Collective Agreement to which the Company is a party or is bound by reason of the provisions of the Labour Relations Act or amendments thereto, covering a bargaining unit at the new factory. In the event there is a Collective Agreement covering a bargaining unit at the new factory, employees laid off as a result of the

1 e or transfer shall, subject to said Collective Agreement, be offered the opportunity to transfer with their jobs.

ARTICLE III - UNION DUES CHECK-OFF AND INITIATION FEE

3.01 (a) The parties agree that there shall be set up, as of the date hereof, a checkoff of Union dues, compulsory upon all employees who come within the bargaining unit, in which this agreement applies. The check-off shall continue during the life of this agreement. Every employee within the bargaining unit shall become eligible to the check-off upon completion of forty (40) hours worked in the first calendar month of employment within the Company.

The amount to be deducted shall be such sum as may, from time to time, be assessed by the Union on its members, according to its constitution and by-laws, for general Union purposes, as regular weekly Union dues. This check-off of Union dues shall be deducted from a pay cheque for the calendar month in which the first forty (40) hours of employment are completed and remitted to the financial secretary of CAW Local 4451, prior to the fifteenth (15th) day of the following month.

(b) The Company shall also deduct from the pay of every employee who comes within the bargaining unit and who has completed thirty (30) calendar days of employment with the Company, one (1) Union initiation fee during their employment with the Company provided the employee has not, at an earlier time, paid an initiation fee to the Union, with proof. The amount of the initiation fee shall be the amount fixed by the constitution and by-laws of the Union. The initiation fee shall be deducted from a pay cheque in the calendar month following the month in which the said thirty (30) calendar days of employment have been completed, and remitted to the financial secretary of the Local along with the next remittance of Union dues as aforesaid.

3.02 The Company agrees to deduct Union dues and/or the equivalent of Union dues according to the constitution of the CAW from all employees in the bargaining unit beginning with the first month in which forty (40) hours of employment have been completed. The Company will agree to take dues off weekly and will agree to show annual union dues deducted on the employee's T4 tax form. Retroactive payments and initiation fees will be deducted once per month.

The list will contain the employee's name, badge number, address, postal code and telephone number along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees.

The financial secretary of the Local Union shall notify the Company in writing, of any corrections to be made in the sums deducted.

Any dispute as to the alleged breach of these provisions or to the interpretation of any of the terms of conditions shall be dealt with at Step 2 of the grievance procedure.

ARTICLE IV - MANAGEMENT RIGHTS

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

(A) Maintain order, discipline and efficiency.

(B) Hire, discharge, transfer, promote, demote or discipline employees and determine employee's qualifications and qualifications needed for a job, provided that a claim of unfair supervision, promotion, demotion, transfer, determination of employee's qualifications, or qualifications needed for a job, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with hereinafter provided.

(C) The Union further acknowledges the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. Except as may be restricted by this Agreement, the Company retains all rights, functions and prerogatives, including, but not limited, to, the location of the plants, the direction of the working forces, the products to be manufactured, and the material used in manufacturing and their sources, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the rights to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees in its plants.

(D) Establish occupational groups and to discontinue, restrict or expand the same, and will have meaningful discussion with the Union prior to implementation.

4.02 It is recognized that good discipline must be maintained. It is agreed, therefore, that the Company shall have the right without hindrance, other than by grievance procedure, to discipline employees who violate any provisions of this Agreement or any Company rules. The Company will discuss new rules and regulations with the Union prior to implementation.

ARTICLE V - DISCIPLINARY ACTION

5.01 The following procedure will apply when a seniority employee is to be given a written reprimand, suspension or discharge:

(A) When the Company believes an offense has been committed that warrants a written reprimand, suspension or termination, the employee with a Union representative will be interviewed in an office and advised of the alleged offense within two (2) working days of the Company becoming aware of the infraction. This time limit will not apply in cases of absenteeism.

(B) Following a full investigation by both parties, to be completed within two (2) days of the employee being advised of the offense, unless a longer period is needed and mutually agreed upon, the employee and the Union will be advised of the penalty to be imposed.

(C) When the union disagrees with the penalty stated above, a meeting may be requested with the employee, the chairperson or their designate, and the Manager of Human Resources or their designate to be held prior to the employee losing time because of the penalty to be imposed, to attempt to mitigate the discipline. After consideration of the Union's position, the Company will impose the disciplinary action they believe is appropriate under the circumstances. It is understood that Article (c) may not apply to written reprimands.

(D) If after Step (c) the Union still feels the issue has not been properly addressed, it shall be dealt with at Step 3 of the grievance

procedure.

5.02 (A) Article 5.01 shall not apply when the alleged violation may endanger the safety of the employee themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant, e.g. such violations involving drunkenness or fighting.

(B) In such cases, the Company may immediately remove such employee from the premises.

5.03 (A) The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee having seniority. They shall have the right to interview their committee person or steward in a suitable place for a reasonable period of time before leaving the plant premises. The discharged or suspended employee shall present the grievance in writing, signed by them, to the Company management at any time within three normal working days next following the day on which the discharge or suspension takes place. The management will review the discharge or suspension with the discharged or suspended employee or with the discharged or suspended employee and committee and render its decision in writing within three (3) normal working days after said review. The consideration of their grievance may include not only the merits of the case, but also what, if any compensation shall be paid for the time lost in the event their reinstatement is agreed upon. The word "committee" as used in this paragraph shall mean the committee mentioned in Section 6.07 or a quorum thereof.

5.04 (A) A copy of all **disciplinary** notations will be given to the employee (including probationary employees) and the Union and such notice will become part of the employee's personnel record. If an employee has had a **disciplinary** notation placed on their record and has since the date of that placement, been employed for a period of twelve (12) active months without having further **discipline** notation placed on their record, it is understood that said **discipline** or any prior **discipline** shall not be used against them.

ARTICLE VI - NEGOTIATING AND GRIEVANCE COMMITTEE

6.01 (A) The employees will select a seven (7) person committee, all of whom shall have had one year's service with the Company.

(B) The seven (7) members selected as in the preceding section provided, shall constitute a bargaining committee for the purpose of negotiating with the Company, with respect to proposed amendments to this Agreement, notice of which shall have been given pursuant of Article **XXI**.

6.02 Each plant committee, as mentioned in Section 6.01 may . appoint a steward on any shift in any production area under the supervision of a supervisor where there is no committee person employed.

6.03 Any employee appointed as a steward shall have had six months service with the Company. The Company shall be notified forthwith of any such appointment. The appointment shall forthwith be rescinded at any time when there is a committee person employed in the same production area on the same shift as the steward.

6.04 In the event that two or more committee people are employed in one production area on the same shift, the committee shall forthwith designate to the Company one committee person in that production area who shall alone be entitled to handle grievances arising in such production area pursuant to the procedure hereinafter provided.

6.05 A steward during their term of office shall be deemed to be a committee member within the meaning of Section 7.01 to 7.03 inclusive in the absence of a committee person.

6.06 (A) The Chairperson or designate, being employed in the division in one plant may request permitted leave, which shall not be unreasonably withheld, to investigate the circumstances of a grievance which has been processed through Step 1 of the grievance procedure in the division in the other plant. The permitted leave shall only be long enough to make a reasonable investigation.

(B) In the event that the chairperson/co-chairperson of the Union deems it necessary to convene a special or emergency meeting during their working day they shall be given the necessary time off to attend same. It is understood that the chairperson/co-chairperson shall give the Company as much notice of such meeting as is practical.

6.07 The Company also recognizes a grievance committee which

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shall be composed of the chairperson and the co-chairperson of the Union and one representative from each plant committee mentioned in 6.01 (a) or a steward appointed under Section 6.02.

An official representative of the CAW and/or president of the Local may attend any meeting held between the Company and the said committee if their presence is requested by the committee or the Company.

6.08 If a meeting is requested by the Union to discuss matters of general interest other than grievances with the Company, upon the presentation of an agenda therefore, agrees, the meeting shall be held at a time and place mutually agreed upon between the representatives of the Company and the grievance committee composed of persons as provided in Section 6.07.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is understood that an employee has no grievance until they and their area grievance committee person or their steward or co-chairperson have given their supervisor an opportunity to adjust their complaint.

Step 1:

The employee accompanied by their area steward or local co-chairperson shall discuss the complaint with the area supervisor within three (3) working days of the complaint and the supervisor shall have three (3) working days from the date of being so informed to attempt to resolve the matter. If the complaint is not settled at this step, then the grievance may be processed under the provisions of Step 2.

Step 2:

Within three (3) working days the co-chairperson or their authorized Union designate, may present this grievance in writing to the plant manager, or their designate, who will give a written decision within three (3) working days of receipt of grievance.

Step 3:

Within three working days of receiving a decision under Step 2, the Union shall request in writing, a meeting between the Company and Grievance Committee, as provided for in Section 6.07. Such meeting shall

take place within nine (9) working days of such notification or such time as may be mutually agreed upon. If the grievance is not settled at such time, the grievance may be referred to arbitration by the Union or the Company.

7.02 It shall be optional with the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than five (5) working days prior to its presentation, provided however, that in the case where an employee could not have become aware of the alleged circumstances within the said five (5) working days, the said period will commence to run from the time when they did become aware of them.

7.03 It is understood that the Company may bring forward at any meeting held or convened with the grievance committee, any complaint with the respect to the conduct of the Union or its members, including a claim for damages if the alleged circumstances of such complaint originated or occurred within two weeks of the holding or calling of the meeting. It is also understood that if such complaint is not settled, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

7.04 A grievance by the Union may be initiated in writing at the second stage of the grievance procedure, provided the subject matter of the grievance is not such that it could be disposed of at the first stage of the grievance procedure on the grievance of an employee.

ARTICLE VIII - ARBITRATION

8.01 (A) When either party to this agreement requests that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this agreement.

(B) The party to whom such request is directed shall immediately write to the arbitrator whose name is next in the sequence of rotation seeking a date for arbitration. The arbitrators and the sequence of their rotation are as follows:

- 1) Professor W. A. Rayner
- 2) Louisa Davie

(C) Should any of the arbitrators constituting the panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned shall forthwith submit to the other party to this agreement a list of four (4) nominees from which shall be selected one (1) nominee to replace the

arbitrator who has withdrawn or resigned.

(D) The arbitrator shall act in rotation with respect to each successive grievance that is referred to arbitration. Should the arbitrator to whom the reference is made be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to them, then they shall be passed over to the next arbitrator on the list.

(E) The expenses of the arbitrator shall be shared equally between the parties.

(F) The arbitrator shall not have the right to alter, amend, add to, subtract from, or eliminate any of the terms and provisions of this agreement except as otherwise provided herein. The decision of the arbitrator shall be final and binding upon the parties.

(G) At the request of either party or the arbitrator, all reasonable arrangements shall be made to permit the arbitrator to take a view of the premises in question or the site at which the dispute took place together with the representatives of both parties and material witnesses who may be involved.

(H) Only matters which have been dealt with under the grievance procedure may be submitted to arbitration.

8.02 As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post third step grievance to a grievance commissioner in the following procedure:

(A) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred to them hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an arbitrator under clause 8.02.

(B) Through the grievance commissioner, the parties desire the 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 in this article.

(C) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as precedent in future cases.

Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:

(i) be consistent with the provisions of this agreement;

(ii) be confined to the grievance referred to them.

(D) The Union and the Company shall each be responsible for one half the expenses and fees payable to the grievance commissioner.

(E) The parties, when referring a grievance to a grievance commissioner, shall also provide them with the Step 1 summary (or as amended by the agreement of the parties) and the decisions of the management representative at Step 3.

(F) The parties shall supply the grievance commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the grievance commissioner.

(G) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearings.

(H) 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.

(I) The grievance commissioner must render their decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after their decision has been rendered, the grievance commissioner shall deliver brief reasons but such reasons shall not form part of their decision. The list of grievance commissioners identified to expedite the disposition of the grievances under 8.02 are:

- 1) John Clement
- 2) Bill Kaplin

(J) The parties shall jointly write to the grievance commissioner whose name is next in the sequence of rotation seeking a date for a hearing. The grievance commissioners and the sequence of their rotation are specified in (i) above.

(K) Should any of the grievance commissioners constituting the panel of grievance commissioners withdraw or resign from the panel, then the party who nominated the grievance commissioner who

has withdrawn or resigned shall forthwith submit to the other party a list of four (4) nominees from which shall be selected one (1) nominee to replace the grievance commissioner who has withdrawn or resigned.

(10) Should the grievance commissioner in rotation be unable to hear the grievance within ninety (90) calendar days after the grievance has been referred to them, then they shall be passed over to the other grievance commissioner on the list.

8.03 The arbitrator, arbitration board nor the grievance commissioner shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement nor shall the arbitrator, the arbitration board nor the grievance commissioner have authority, to decide a dispute involving a question of a general wage level demand.

ARTICLE IX - STRIKES AND LOCKOUTS

9.01 There shall be no lockout, strike, sit down, slowdown, or stoppage of work either partial or complete over any matters during the term of this Agreement.

ARTICLE X - SENIORITY

10.01 A) An employee shall have no seniority rights or claim to a job until they are entitled to have their name placed on a master seniority list and until that time shall be a probationary employee. **Lay-offs of probationary employees shall be done based upon hiring date provided that the employees are working within the same occupational group.**

(B) Their name shall be placed on a master list as of the date of hiring after 60 working days of continuous employment within any period of fifteen (15) consecutive months. An employees hire date, will be used for purposes of determining vacation entitlement only.

(C) The date of hiring of an employee placed on a master list after 60 days of intermittent employment within any period of fifteen (15) consecutive months shall be considered to be the date 60 working days prior to the date which they completed their probationary period. **Sixty (60) working days shall mean 60 days on which the employee actually works.**

(D) For the purpose of acquiring seniority under this clause, employees working on a ten hour, twelve hour, or weekend shift will be credited on the basis of hours worked on such shifts towards the completion of their probationary period to ensure they are treated on the same basis as employees working an eight hour shift.

10.02 In the event that the operations of the Company in either of the plants mentioned in Section 2.01(a) are discontinued, and as a consequence, the employees in a division mentioned in Section 2.01(b) are released by the Company, then in that event, for a period of three years next following the said discontinuance, the Company shall, subject to Section 12.01, hire for work in the other plant the said released employees in the order of their seniority at the time of their said release to fill new job openings in the other plant and all former employees hired as aforesaid shall serve the following probationary periods:

(A) Employees transferring from facility to facility who already hold master seniority in the other facility shall be granted master seniority in the new facility starting on their first day worked in the new facility.

(B) For occupational group seniority under Section 10.06, the probationary period shall be sixty (60) working days for Skilled Trades occupational groups, Quality Control and forty (40) working days for all other occupational groups.

(C) No probationary period shall be required to entitle the said former employees to benefits under Article 16, 17 and Schedule No. 1, and the benefits thereunder shall be granted as though the hiring date at the other plant were the same as the hiring date at the plant from which they were released.

(D) An employee who accepts work in the other division as provided for in this Article, shall maintain master seniority only in the division moved from. Recall rights to the previous division will not be utilized by the employee unless an opening in the said division occurs. Seniority will not be transferable from plant to plant.

Seniority Lists

10.03 Seniority Lists for each division, copies of which shall be lodged with the Union and posted on the appropriate plant bulletin board at least twice a year, shall be prepared and maintained by the Company as follows:

(A) A master seniority list covering all employees in the division who have served their probationary period as provided in section 10.01.

(B) A seniority list for each occupational group in the division.

(C) Additional master seniority lists covering all employees in each division who are serving the probationary period shall be issued to the

Union chairperson.

10.04 All seniority rights of an employee shall cease where:

(A) they voluntarily resign.

(B) they are discharged for just cause and such discharge is not reversed through the grievance procedure.

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

(D)(1) they are absent for seven consecutive days due to illness or injury unless the Company is notified in writing of such condition by the employee or their agent within the said seven days, provided however, that such notification shall be deemed to have been given if the employee is incapacitated to the extent that they cannot notify the Company within the time and in the manner aforesaid.

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

(E) they fail, after a lay-off to report for work within five working days after notification that they should return shall have been delivered or mailed by registered mail to the last address given to the Company by the employee.

(F) they have been on lay-off for three (3) year or more. This period may be extended by mutual agreement if an employee suffering from a prolonged disability is rehabilitating to the point that a successful return to work is anticipated in the near future.

(G) Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall only accumulate the seniority acquired while in the bargaining unit. The employee returning to the bargaining unit will be permitted to replace the most junior employee in their former classification (seniority permitting) for a period of six (6) months. All seniority rights will be forfeited after six (6) months out of the bargaining unit. An employee will be entitled to exercise this right once.

10.05 Employees must notify the Human Resources Department of the Company in writing of any change of address and the Company shall acknowledge, in writing, receipt of any such notification. The Company may rely on the last address given to it in sending notices to the employees.

**PROBATIONARY PERIOD
(Occupational Group)**

10.06 (A)(1) The trial period for all occupational groups, with the exception of Skilled Trades shall be forty (40) working days, and an employee must work in a non-mechanical occupational group for a trial period of up to forty (40) working days to acquire occupational group seniority. **It is agreed that when an employee has completed one half of their regular scheduled shift they will be credited with one (1) day.** When their trial period is completed their name will be placed on the appropriate occupational group seniority list.

(2) The trial or probationary period for all Skilled Trades and Quality Control department personnel shall be sixty(60) working days and an employee must work in Skilled Trades or Quality Control for a trial period of up to sixty (60) working days to acquire occupational group seniority. When their trial period is completed their name will be placed on the appropriate occupational group seniority list.

(3) However, in certain circumstances and at the Company's discretion, the above stated probationary periods may be extended with the approval of the employee concerned and the chairperson and/or co-chairperson **as long as there is just cause.**

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

ARTICLE XI - LAYOFF AND RECALL

11.01 In the event of a lay-off of an employee after one half of their regular scheduled shift, seniority for the balance of the shift shall be exercised

by them in the following manner:

(A) First **they shall have the option of bumping junior employees in their group;**

(B) Wherever the Company deems jobs are available;

(C) They shall have the option of bumping probationary employees if able to do the work required;

(D) They will have the option of bumping employees in the following jobs: Plant #1 – **stand alone trimming**, handnailing, flash picking, general clean-up, Plant #2 – **stand alone** end sealing, **box making**, general clean-up, **and any other jobs mutually agreed upon between the Company and the Union.**

11.02 Seniority rights of employees shall be exercised upon lay-off as follows:

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

(B) The parties agree on the intent to move toward master seniority within each facility in the following manner:

Lay-offs of more than one (1) consecutive day will be done by master seniority except in the occupational groups listed below. The parties agree in the application of this agreement, the one (1) consecutive day may be increased to three (3) consecutive days in the event that an employee is sent home due to a fire, flood, labour dispute, failure of power or major mechanical breakdown.

Plant #1
Skilled Trades
QA Classifications
#16 Cement Room
#48 Mill Room
#54 Peugeot Molding
#55 Peugeot Spray (Robot)
Leadhands

Plant #2
Skilled Trades
QA Classifications
#46 Facilitators

To ensure that senior employees will be retained, employees upon layoff from their own classification may be moved to occupational groups other than the occupational group they would be entitled to. In such cases, the affected employee who has been moved to another classification, at the discretion of the Company, will be paid at the base rate of their previous occupational group job or the base rate of the job transferred to, whichever is greater.

The Company reserves the right to periodically revalidate training that has been

pleted. This would include employees who hold occupational group seniority but have not performed duties within the job for quite some time.

If a situation should arise in the future that causes undue hardship to the Company due to unforeseen contingencies, the parties shall meet and discuss what measures can be taken to protect senior employees while ensuring quality productivity is maintained. Examples would include, but not limited to, new program assignments where movement of employees could jeopardize customer requirements, or high percentages of workers in a job that would need to be displaced simultaneously. In these cases, the Company would displace 20% of the employees working in that occupational group or area. When these employees have obtained an efficiency rate that is acceptable to the Company, the next senior employee will displace the next junior employee in the same manner aforesaid. Should it be determined that an employee cannot perform the job they will be unable to continue to utilize their seniority under this provision.

(C) An employee laid off while working on one (1) shift shall not be entitled to exercise their seniority rights upon another shift until after the lapse of one (1) working day (at least 24 hours from the end of their shift). For example, an employee laid off from their afternoon shift on Tuesday would not be entitled to exercise seniority until the beginning of Thursday's midnight or day shift.

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

(E) An employee when transferred to an occupational group (Not pool) shall be deemed to be serving a trial period within such group for such number of days as may appear appropriate or necessary, provided however, that such employees shall not be considered to be serving a trial period after completing 40 working days (Skilled Trades or Quality Control occupational groups, 60 working days) within such group. They shall for such trial period retain their seniority, if any, within the group from which they were transferred.

(F) If an employee gets laid off from a Group and subsequently accepts a job posting for another Group, their rights to the original job will be waived, except for lay off. The employee will however, be allowed to sign a job posting to get back to their old job if openings arise, and the four (4) month waiting period will be waived.

(G) Employees having the same seniority date shall be laid off and recalled by clock number order, or by occupational group where applicable.

(H) Where it is practical to do so, employees laid off from their group will be returned to the last (permanent job posting) group they hold, provided that they have the seniority to do so and it conforms to Master Seniority.

ARTICLE XII - JOB POSTING

12.01 (A) Permanent job openings in a division, shall be posted in that division for a period of 48 hours. **The posting shall include the number of people required except when it may not be possible due to new lines or cells ramping up.**

(B) A selection under this section will be based on seniority providing the applicant has the necessary qualifications and ability to satisfactorily perform the job. On permanent and temporary postings, occupational group seniority will not be used as the first criteria in the selection process.

(C) A two (2) step posting procedure shall be used, except for the following groups:

- #7 Foam Mixing
- #12 Receiving, Shipping
- #13 Material Handlers
- #14 Inspector Quality Control
- #16 Cement Room Operator
- #33 Vinyl Line Facilitator (Plt 1)**
- #46 Working Leader EN114 (Plt 1)
- #48 Mill & Preform Op (Plt 1)
- #50 EPDM Extrusion Operator and Ransberg Facilitator (Plt 1)**
- #55 Robotics Spray Op (Plt 1)
- #56 Layout Technician (Plt 1)
- #64 P221 Working Leader (Plt 1)**
- #23 Extruder Operator (Plt 2)**
- #37 Launch Program Asst (Plt 2)
- #40 Inject. Mold Set-up (Plt 2)
- #42 Working Lead. SDM Fin. (Plt 2)
- #44 Ship/Rec.Inv.Contr. (Mixing)
- #46 Extrusion Facilitator (Plt 2)
- #47 Coating Service Person (Plt 2)**

Openings in these jobs will always be posted.

Step (1) The vacant job shall be posted.

Step (2) A vacancy created because of transfer to the posted job in Step 1, shall be posted.

Any other openings created under 2 above shall be filled at the discretion of the Company.

Step (3) Notices are to include the Step and successful applicants and other job vacancies that are filled, will be posted on plant bulletin boards and a copy given to the Union.

(D) Before a final selection on a job posting, the Company will advise the Union of its selection within five working days of removal from posting boards and will for a period of 48 hours hear representation from the Union and the unsuccessful senior applicant with respect to the selection made from that division. **An applicant can remove their name and not be restricted under paragraph (E) next following, if they remove their name from the posted list prior to the successful applicant's name being posted.**

(E) A successful applicant on a permanent job posting may not apply on a subsequent posting for a period of four (4) months from the date of their final selection. This period would be extended to six (6) months for all jobs itemized in 12.01 (c).

(1) A successful applicant on a permanent or temporary posting will have up to thirty (30) working days to return to their previous group.

(F) When there is more than one job posting at the same time, it is the responsibility of the employee to note 1st, 2nd, or 3rd choice on the posting.

(G) The Company shall post the results of the job posting within five (5) days of the job posting coming down. Job Postings that are itemized in the Collective Labour Agreement with a 40 day probationary period will be valid for a period of 2 calendar months. Those postings with a 60 day probationary period will be valid for 3 calendar months.

(H) Employees who are absent from work may have a member of the Union executive and/or bargaining committee or stewards sign a posting on their behalf, provided they will be available to work when required. **In the case of Maternity/Parental leave, as per the E.S.A., employees will be eligible to sign one job posting only, for a position in the Company under this article.**

(I) The successful applicant will be placed in the new classification within

twenty (20) working days of notice of selection, provided the job is immediately available. If the employee has not been moved within this 20 working day period, they until such movement, will be eligible to sign another job posting with the four/six month eligibility clause (as per Article 12.01 (e)) being waived. Once the employee is moved into the new classification, the four/six month eligibility period would revert back to the original date of selection. If the employee has not been moved within the 20 day period, the employee will start accruing seniority in the new group and will be paid the rate of pay of their current group or the new group, whichever is greater.

(J) Following lay-off, employees shall be recalled in accordance with their seniority rights as provided in this collective agreement.

(K) When an employee declines a job posting within the 30 day period, the person who replaced them will return to their former group.

12.02 (A) Temporary job openings will be posted when the opening is known to the Company that it will exist for at least eight (8) weeks from the time that the Company becomes aware of it. It is understood that people who have been selected for temporary job postings may be used in future temporary openings where there is an immense amount of training involved, i.e. leadhand, material handler, cement room, foam room, quality control, shipper, working job controller, launch program, development, mill room (Plant 1), all set-up personnel, job facilitator, and others as mutually agreed upon by the parties. The Company and Union shall meet to discuss these temporary openings and it is understood that these openings shall in no way hinder the permanent job posting procedure. Temporary job postings should not exceed thirty-five (35) weeks in duration and up to fifty-two (52) weeks in the case of an employee on a leave of absence, parental or maternity leave unless mutually agreed upon by both parties. It is understood that for all jobs other than those mentioned above, a one (1) step job posting procedure will apply.

(B) Successful applicants to temporary openings will in no regard be able to maintain the position when the incumbent returns to work, unless successful on a subsequent permanent job posting. Upon the incumbent's return to work, or when the temporary opening is no longer necessary, employees who filled the openings will be moved out before permanent employees.

ARTICLE XIII - LEAVE OF ABSENCE

13.01 The Company agrees to grant leave of absence in cases of bona

illness or injury, with seniority accumulated as provided for in Section 10.04(f) . The duration of such leave shall be dependent on the nature of the illness or injury, the medical aspects of the case and the effort the employee is making to restore themselves to normal health.

13.02 The Company may grant leave of absence requested in writing by an employee for other than illness or injury. The Company will respond, on the appropriate form, to such request within two (2) weeks of its receipt. This leave shall be in writing and seniority shall be accumulated as provided for in Section 10.04(f).

13.03 Attendance at Union meetings as delegates or attendance at Union schools will be considered a good reason for leave of absence, provided two weeks notice be given to the Company, if possible. No more than four employees per plant shall be delegates or students at Union schools at any one time unless mutually agreed upon. It is understood that the delegates or students in each plant will not all be from one (1) department or area. Notwithstanding, every effort possible will be made to release the ten (10) Union executive members for Union and Executive meetings.

13.04 An employee who is absent from work because of a compensable injury incurred in the employ of the Company is not considered to be on leave of absence in the meaning of this article. Such employee shall return to work when medically fit to do so subject to the seniority provisions of this Agreement. This section in no way restricts the Company's rights under Article IV.

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

13.06 Leave of absence without loss of seniority shall be granted to pregnant employees with at least thirteen (13) weeks employment prior to commencement of the seventeen (17) week period before delivery is expected to occur, as certified by a legally qualified medical practitioner, or a shorter period if in the written opinion of the practitioner it is sufficient.

(A) The Company may require the pregnant employee to commence their leave of absence prior to the commencement of the eleven week period if in the opinion of the Company they cannot reasonably perform their duties. However, the Company and the Union agree to meet

prior to such Leave of Absence to ascertain if the employee can be placed in some other position without loss of seniority.

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

(ii) Pregnancy leave of a maximum of seventeen (17) weeks is available to the natural mother of the child and the request for leave must be accompanied by a certificate from a qualified medical practitioner stating the expected birth date. Pregnancy leave ends seventeen (17) weeks after the commencement or on an earlier date provided the employee advises the Company, in writing, at least four (4) weeks in advance of an earlier return date.

Parental leave of a maximum of thirty-five (35) weeks **if the employee also took pregnancy leave and thirty-seven (37) weeks otherwise** is available to each parent of either a natural or an adopted child. The parental leave of a natural mother must begin immediately following the expiration of her pregnancy leave, otherwise, parental leave must commence within **fifty-two (52) weeks** of the date of the child's first coming into custody, care and control of the parent. Parental leave ends thirty-five (35) weeks after it began **if the employee also took pregnancy leave and thirty-seven (37) weeks after if it began otherwise**, or an earlier date provided the employee advises the Company, in writing, at least four (4) weeks in advance of an earlier return date.

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

(C) Parental leave will be granted to any employee according to the Employment Standards Act.

3.07 An employee who has acquired seniority under this agreement and who is elected or appointed to full time Union or Public Office shall be granted a leave of absence for a period of one year, without pay, and with the extension privileges. Such employees shall renew their leave of absence annually. It is understood that the Company will not be responsible for benefits, however, the said employee will have the option of paying their portion for any required benefits.

This clause will also be limited to one person being absent from each plant at a time.

13.08 Any employee who is convicted under the Highway Traffic Act (including unpaid traffic fines) or Criminal Code for driving offences and is subsequently jailed may be given a leave of absence for the length of the jail term, provided that written notice is given to the Company within five (5) working days after the start of the sentence. Such leave of absence will not be unreasonably denied.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

14.01 The normal work period shall be 40 normal hours per week consisting of 8 normal working hours per day upon each normal work day scheduled Monday through Friday inclusive. The starting hours each day shall be determined by the Company. Crew sheets will be posted no later than Thursday at 12:00 p.m. Bearing in mind such factors as “customer requirements”, the Company will where practical, give the Union forty-eight (48) hours notice prior to implementing any changes.

14.02 Notwithstanding the provisions of Section 14.01, when the Company schedules a third shift (night), employees assigned to that shift, may commence their normal work period prior to midnight Sunday or Monday.

14.03 Overtime payment for hours worked in addition to the normal eight hours and up to twelve hours on any day Monday through Friday shall be paid at time and one-half and all hours worked over twelve on any one of these days shall be paid at double time rate. Overtime payment for hours in addition to the normal hours on Saturday and up to 8 hours of overtime shall be time and one-half. Overtime payment for hours worked in addition to 8 hours of overtime on Saturday and in addition to normal hours on Sunday shall be double time.

(A) Overtime hours on Saturday shall be the hours between midnight Friday and midnight Saturday, except for those which occur

during the employee's normal hours.

(B) Overtime on Sunday shall be the hours between midnight Saturday and midnight Sunday, except for those which occur during the employee's normal hours.

(C) Employees called into work before the regular starting time of their scheduled shift, **on Sunday night**, to prepare the plant for the first shift of production following **a weekend** or a plant shut down, shall receive pay at double time for all hours worked immediately before the starting time of the first shift of production, provided they work more than 8 hours during that shift.

14.04 (A) When deemed necessary by the Company, employees will be asked to work additional hours on normal work days in the following manner until the required number has been attained.

(1) By seniority within the group required normally doing the job on shift in accordance with the crew list.

(Refer to letter # 16)

(2) Trainee employees within the group normally doing the job.

(3) By seniority in the group on same shift (not normally doing the job).

(4) By seniority within the group required, working on the weekend shift.

(5) By shift seniority (working on required shift) people who are familiar with and who are capable of doing the job.

(6) Probationary employees who are capable of doing the job.

(7) Company will order by reverse seniority employees normally doing the job. These employees shall include probationary employees if they are capable of performing the job at a satisfactory level.

(B) Overtime following the 3:25 p.m. shift or the 11:55 p.m. shift will be offered to employees in the area in order of seniority. (E.g., Employee working to 2:55 p.m. will be offered overtime by seniority for 3:25 p.m. However, employees will not be paid from 2:55 p.m. to 3:25 p.m. While waiting for overtime to begin).

(C) When overtime work is required following a regular shift, due to unknown absenteeism on the incoming shift, the utility person on the out-going shift will be asked to work, and other employees needed, regardless of seniority. The term "utility person" shall apply only to Plant 1.

Unknown, being defined as: any absence not reported to production management 10 minutes before the start of the incoming shift.

(D) Sign-up sheets for week-end overtime will be posted each week on Sunday night and will remain posted until Wednesday at Noon. Employees wishing to be considered for week-end overtime must sign the sheet during

period. The Union will immediately be given a copy of the sign-up sheets as they are taken down and prior to the overtime being allocated. Employees will be asked to work additional hours on Saturday and Sunday in the following manner until the required number has been attained:

- (1) By seniority within the group required normally doing the job on shift (excluding the **3-12's**).
- (2) By seniority within the group normally doing the job - shift 2 and 3 (by master seniority over both shifts).
- (3) Trainee employees within group normally doing the job (Working on required shift), then shifts 2 and 3.
- (4) By seniority within the group normally doing the job on the **3-12's** shift.
- (5) By seniority holding the group on same shift (not normally doing the job), then shifts 2 and 3 and the **3-12's**.
- (6) By shift seniority (working on required shift first) people who are familiar with and who are capable of doing the job.
- (7) Probationary employees who are capable of doing the job.
- (8) Company will order by reverse seniority employees normally doing the job. These employees shall include probationary employees if they are capable of satisfactorily performing the work.

Overtime schedules will be posted by Thursday at noon. If additional employees are required once the overtime schedule has been posted, the company will then ask employees from the sign-up sheets if they are available to work. The Union will immediately be given a copy of the overtime schedule and any subsequent changes. Employees wishing to cancel out on weekend overtime will have until lunch time of their last scheduled shift to cancel their overtime. If an employee is absent during the weekend overtime sign-up period they may call their supervisor to have their name added to the list.

Should problems arise with the overtime sign-up system, it will revert back to the old system given thirty (**30**) days notice by either party.

(E) Who normally perform the work shall mean, where the employee is listed as working on the previous week's crew lists. When overtime is needed on Sunday, but not known until Saturday, it shall be offered to the same employees who would have been asked on Friday according to the crew lists, if they are actually at work on Saturday.

The Company will have fulfilled its obligation under this section, if on the date it is arranging the overtime work, it asks the employees who are actually at work on that date using the order of

procedure as stated in this Section 14.04. It might be necessary to telephone employees working on shift 3 (midnight shift), but if the 3rd shift employee cannot be reached with one (1) telephone call, the Company will have fulfilled its obligation to that employee under this section.

(F) Employees will be asked once. If the employee does not have a definite answer, it will be considered a “no” by the supervisor and that employee will be required to advise the supervisor as soon as possible when it becomes a definite yes.

(G) The Company will post the list of those employees who have agreed to work the Saturday and Sunday overtime on the main bulletin board and at the punch clock by 12:00 p.m. Thursday.

(H) The Company agrees to allow up to 30 days for the filing of overtime related grievances.

(I) Trainee is defined as an employee with master seniority but no seniority in the group in which they are working. Probationary employee is defined as an employee with no master seniority.

(J) Overtime pertaining to the 9-hour, 10-hour, 3-12's, and weekend shift are found in the letters of understanding in back of book.

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

14.06 When an employee is requested to change shifts other than on a week-end , he shall be paid at the rate of time and one-half (1 ½) for hours worked on the first shift to which he is transferred.

This section will not apply when the shift change is made under sub-section 11.02 (d) or when the change is made at the request of the employee or because of an arrangement made between employees.

Requests for shift changes that are reasonable to the Company will be granted for up to three (3) months where it can be arranged by employees in the same group. All employees making such application must be qualified and capable of performing the work. Employees may re-apply on a quarterly basis. The Company reserves the right to deny shift changes under this article in cases of personal conflict between employees or rescind if unacceptable attendance results or continues. **It is the intent of this clause that if more than one person wants to switch shifts for more than a one week period, then the senior person will have the opportunity to work the applicable shift.**

14.07 A day shall consist of twenty-four hours and shall commence with the starting time of an employee's shift. If an employee's starting time is changed in mid-week (e.g. from 7:00 a.m. to 6:00 a.m.), the employee will be paid time and one-half for one hour. However, if the shift is to be changed to later (e.g. 7:00 a.m. to 8:00 a.m.), the employee will receive straight pay.

14.08 The regular pay period shall be one week of seven days regardless of the day upon which it starts.

14.09 It is the function of the Supervisor or assistant Supervisor to develop proper methods, perform experimental setup work and instruct operators as to the proper methods and quality required. It is agreed that supervisor and assistant supervisor other excluded personnel will not perform operations regularly performed by employees in the bargaining unit except for brief periods as necessity requires as in emergencies or when required as qualified employees are not immediately available. A notice shall be posted on the bulletin board and the Plant Superintendent's Office.

14.10 (A) When direct or indirect labour employees **are crewed to a three shift operation**, lunch periods for these employees shall be reduced to twenty minutes and the Company shall pay for the lunch periods.

(B) Employees crewed to a three (3) shift **operation** who are transferred to a **two (2) shift operation**, shall receive a twenty (20) minute paid lunch for the first day transferred to such operation.

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

(D) In order to qualify, employees eligible for paid lunches under sub-sections (a), (b) and (c) above must remain on Company property during their lunch periods.

ARTICLE XV - WAGES AND SPECIAL WAGE PRACTICES

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

(A) The Company shall provide one three minute wash up period at the end of each regular shift.

(B) The Company shall provide one ten minute rest period at the beginning of an overtime period following the regular 8 hours shift if the overtime period is scheduled to last for 1 ½ hours.

15.02 The Company shall pay a shift premium during the life of this agreement as follows:

Afternoon shift 40 cents per hour

Midnight shift 40 cents per hour

15.03 For factory injuries requiring first aid or outside medical attention, payment shall be allowed for the remainder of the shift during which the accident occurred or until the employee returns to work, whichever is the sooner. **Payment shall be at the employee's normal rate of pay.** The above with respect to medical attention, applies only when the employee agrees to be seen by a doctor immediately available in the Stratford area.

15.04 In the event the Company fails to open the Company premises or that an employee reports to work on their regular shift without having been advised a minimum of four (4) hours prior to the commencement of their shift not to report, they will be given at least half shift hours of work, or pay for any part of the half shift not worked at the applicable rate. A Union representative, or when not available, an hourly employee will be present when phone calls are placed. This clause shall not apply when there is a lack of work due to any one or more of the following causes:

Fire, flood., labour dispute, failure of power, major mechanical breakdown, or other cause beyond the control of the Company.

15.05 An employee who is specially called in to work in any emergency at any time after the close of their shift, shall be through when this emergency is over, but shall nevertheless receive pay at time and one-half for a minimum of four hours.

15.06 The Company agrees that in the event of the death of a husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step parent, step child, common-law spouse, common-law spouse's parents or common-law children of a non-probationary employee, which may necessitate an employee to be absent from their scheduled work within their normal work week, claim for payment for lost time on normal hours up to three consecutive working days, including the day of the funeral, may be made to the Company, after the occurrence and with submission of proof. Payment for such time so lost shall be at the employee's base rate plus shift premium where applicable. If the employee is eligible for any other form of

15.09 A Cost of Living Allowance will be established in accordance with changes in the official Consumer's Price Index published by Statistics Canada (1986-- 100) and hereinafter referred to as the Consumer's Price Index. Added to the gross earnings will be a Cost of Living Allowance calculated on hours paid for, and on the basis of a one (1) cent adjustment for each change of 0.12 in the Consumer Price Index.

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

Calculations will be made each December, March, June and September during this Agreement using the Consumer Price Index in effect on September 1, 2004 (July 2004 Index) to determine the amount of increase in cents, and all increases will be included in the employee's Cost of Living Allowance. Quarterly calculations will be made based upon the weighted average of the three respective months. In determining the three month average, the computed average shall be rounded to the nearest cent. For example, .05 and greater will be rounded upward and less than .05 downward,

The Cost of Living Allowance will be adjusted up or down in accordance with the foregoing yearly schedules and in each case beginning with the first pay period in the month for which the adjustment is scheduled. In no event will a decline in the Consumer Price Index below the established base of October 1, 2004 (September 2004 Index) provide a basis for a further reduction in the base rate.

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

No adjustments retroactive or otherwise shall be made in the amount of the cost of living due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined. Continuance of the Cost of Living Allowance shall be contingent upon the availability of the Index in its present form using 1986--100.

15.10 There will be a Cost of Living fold-in to the base rate of \$.25 effective October 1, 2004, \$.25 effective October 1, 2005, \$.25 effective October 1, 2006 and \$.25 effective October 1, 2007.

remuneration to which the Company contributes, payment shall not be made un. this section for such day or days. Extra unpaid compassionate leave for family members, may be granted to an employee by submitting notification to the Company in writing.

The above is intended to allow bereaved employees three normal working days off with pay, not including statutory holidays, this period will be extended to 5 working days upon the death of an employee's dependant spouse or child. When the Company is notified during an employee's vacation that a death has occurred in the employee's family, as identified above, the vacation will be extended by the length of the bereavement taken, that is, up to three days and the employee will receive bereavement for those days.

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

(B) The company agrees to pay for jury selection. It should be noted that the company will pay for necessary lost time only. If the employee can return to the balance of their shift, they would only be paid for the portion that required them to be off.

15.08 (A) The base rate of pay for an employee transferred to another job because of their selection through a job posting shall be:

(1) The starting base rate of the job to which they are transferred if it is higher than their base rate at time of transfer; or

(2) The base rate they were at the time of transfer if it is higher than the starting base rate of the job to which they are transferred; or

(3) the top base rate of the job to which they are transferred if it is lower than the base rate they were receiving at the time of transfer.

(B) When an employee is temporarily transferred out of seniority from their regular job, they shall be paid at the base rate of their regular job or the base rate of the job transferred to, whichever is the greater. It is the intent of this clause that the junior person holding seniority within the classification be the one to take the move, **when possible**.

ARTICLE XVI - PAID HOLIDAYS

16.01 (A) For the term of this contract the following holidays will be taken on the corresponding dates. New floater holiday to be observed at Christmas.

VACATION ENTITLEMENT

ACTUAL DATES

YEAR 2004

Current 2004 Floater	Employees Choice
Thanksgiving	October 11, 2004
December 24, 2004	December 24, 2004
December 25, 2004	December 27, 2004
December 26, 2004	December 28, 2004
New Floater	December 29, 2004
December 31, 2004	December 30, 2004
New Years Day (2005)	December 31, 2004

YEAR 2005

Current 2005 Floater	Employees Choice
Good Friday	March 25, 2005
Victoria Day	May 23, 2005
Canada Day	July 1, 2005
Civic Holiday	August 1, 2005
Labour Day	September 5, 2005
Thanksgiving Day	October 10, 2005
December 24, 2005	December 23, 2005
December 25, 2005	December 26, 2005
December 26, 2005	December 27, 2005
New Floater	December 28, 2005
December 31, 2005	December 29, 2005
New Years Day (2006)	December 30, 2005

YEAR 2006

Current 2006 Floater	Employees Choice
Good Friday	April 14, 2006
Victoria Day	May 22, 2006
Canada Day	June 30, 2006
Civic Holiday	August 7, 2006
Labour Day	September 4, 2006

Thanksgiving Day
December 24, 2006
December 25, 2006
December 26, 2006
New Floater
December 31, 2006

October 9, 2006
December 25, 2006
December 26, 2006
December 27, 2006
December 28, 2006
December 29, 2006

YEAR 2007

New Years Day
Current 2007 Floater
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
December 24, 2007
December 25, 2007
December 26, 2007
New Floater
December 31, 2007

January 1, 2007
Employees Choice
April 6, 2007
May 21, 2007
July 2, 2007
August 6, 2007
September 3, 2007
October 8, 2007
December 24, 2007
December 25, 2007
December 26, 2007
December 27, 2007
December 31, 2007

YEAR 2008

New Years Day
Current 2008 Floater
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day

January 1, 2008
Employees Choice
April 4, 2008
May 19, 2008
June 30, 2008
August 4, 2008
September 1, 2008

(B) The amount of holiday pay shall be 8, 10 or 12 hours, whichever is applicable without shift bonus, to the employees shift schedule to compensate for time lost. Should the holiday fall on a non-work day for employees on the week-end or 12-hour shift, employees will receive 8 hours at their base rate.

(C) Re: Floating holiday. The company will grant this day if two weeks written notice is given and does not place any undue hardship on the company. It is understood that employees that do not use their floating holiday before December 31 of the calendar year will receive payment in lieu of, the first week in January.

6.02 An employee who works a scheduled shift on a holiday or the mutually agreed date of holiday shall be paid two times (2 x's) their hourly rate for all hours worked in addition to the holiday pay, if applicable.

16.03(A) The employee in order to qualify for such holiday pay, must have completed 30 calendar days of employment with the Company and must work the regular scheduled shift immediately preceding and following the holiday, unless absent one of such shifts, but not both, with good reason acceptable to the Company. Good reason shall include lay-offs, approved leave of absence, union business, etc.

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

If any employee is laid off within 5 working days prior to observance of the holiday or on an approved leave of absence and remains laid off following the observance of the holiday, but is recalled and reports within 5 working days following the holiday, the employee will be eligible for holiday pay.

(B) In order to have their reason acceptable to the Company, the employees must report their inability to report for work to their foreman or plant superintendent and be prepared to provide proof at a later date. If an employee is requested to get a Doctors Certificate (not sickness and accident papers), the Company will pay up to \$5.00 for the certificate if the employee is charged for it. Doctor's notes will only be required if an employee has been disciplined for attendance in the last twelve (12) month period. Such notes will be requested within 48 hours of the employee's return to work.

16.04 When one of the holidays falls during the vacation period of an employee otherwise eligible for such holiday pay, they will be paid for the holiday in accordance with this article. No vacation days will be scheduled on days of observance of the holidays identified in section 16.01. When this occurs, the employee's vacation will be extended by one day unless mutually agreed upon by the parties.

16.05 Employees will receive one (1) day off with pay, or pay in lieu of, if they report to work each regular scheduled shift for 200 consecutive working days.

Employees will receive three (3) working days off with pay, or pay in lieu of, if they report to work each regular scheduled shift for 400

consecutive working days.

Days may be taken with the mutual consent of the parties either together, separately or in half days, (two (2) 1/2 days of four (4) hours each equal one (1) day), keeping in mind that production requirements must be maintained at all times. Accumulation of days will not be allowed. Given two weeks notice, the Company will make every possible attempt to accommodate the employee.

Paid holidays, bereavement days, paid vacation and union business shall be counted as days worked. Four day, 10 hour shifts shall be counted as 5 days worked.

An employees accumulation of days shall not be interrupted by lay-offs.

ARTICLE XVII - VACATIONS

17.01 (A) Employees with 30 years or more of Company service as of June 30 of the year of vacation, will receive 5 weeks vacation with vacation pay of 12% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion, the third, fourth and fifth weeks may not necessarily be given consecutively with any other regular vacation period.

(B) Employees with 25 years or more of Company service as of June 30, of the year of vacation will receive 5 weeks vacation with vacation pay of 11% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion, the third, fourth and fifth weeks may not necessarily be given consecutively with any other regular vacation period.

17.02 Employees with 20 years or more of Company service as of June 30, of the year of vacation will receive 5 weeks vacation with vacation pay of 10% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion, the third, fourth and fifth weeks may not necessarily be given consecutively with any other regular vacation period.

17.03 Employees with 15 years or more service but less than 20 years of Company service as of June 30, of the year of vacation will receive 4 weeks vacation with vacation pay of 9% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion, the third, and fourth weeks may not necessarily be given consecutively with any other regular vacation period.

17.04 Employees with 10 years or more service but less than 15 years of Company service as of June 30, of the year of vacation will receive 3

eks vacation with vacation pay of 8% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion, the third week may not necessarily be given consecutively with any other regular vacation period.

17.05 Employees with 5 years or more service but less than 10 years of Company service as of June 30, of the year of vacation will receive three weeks vacation with vacation pay of 7% of their gross earnings from July 1 of the previous year to June 30 of the current year. At the Company's discretion the third week may not necessarily be given consecutively with any other regular vacation period.

17.06 Employees with less than five years of Company service as of June 30 of the year of vacation will receive two or one weeks vacation and 4% of their gross earnings from July 1 of the previous year to June 30 of the current year in compliance with the vacation pay section of the Ontario Employment Standards Act.

17.07 The vacation shutdown will be posted by April 15th of each calendar year. Employees with more than 2 weeks of vacation entitlement may apply for weeks other than those posted for the next 10 days following the posting. The Company will review the requests and respond by May 15th with a decision of approval or rejection based upon seniority. Subsequent to May 15th, all vacation requests will be approved or denied on a first come first serve basis. The purpose of this clause is to allow senior employees the opportunity to maximize their vacation entitlement during prime vacation periods. Where it becomes necessary to schedule production during the summer shutdown a sign up sheet will be posted at least two (2) weeks prior to the shutdown and people will be selected to work by group seniority providing that they have the qualifications to properly perform the job until the required number is attained. Those not selected to work will be required to take vacation. Where a sufficient number of qualified people for a certain group do not sign up to work, it may become necessary to make the most junior qualified person work, provided that they are not already approved for vacation at that time. In these circumstances, senior employees may be required to take vacation even though they have signed the posting to work. Qualifications used in this article, means the same qualifications used for overtime purposes.

17.08 When an employee voluntarily terminates their employment with the Company, the employee will be paid any accrued vacation pay in accordance with the vacation pay percentages of Section 17.01 through 17.06 in which the employee is classified because of the employee's service credit at the time of said termination. An employees hire date will be used for purposes of determining vacation entitlement.

17:09 If an employee wishes to withhold vacation pay until their vacation taken, they must advise the company in writing by June 1st of each calendar year. An employee requesting all or a portion of their vacation entitlement shall do so in writing; and, the Company will respond on the appropriate form, to such request within two (2) weeks of receipt of such request, where possible. Provided that an employee gives the Company 2 weeks notice, they will be eligible to receive vacation pay as they take their vacations. Pay will be calculated to coincide with the number of days used.

17.10 When an employee with at least one (1) year of Company service credit has been absent from work for more than three (3) months because of compensable injury or illness or S&A during a vacation year, and for that reason only, their vacation pay calculated in accordance with the preceding section of this article is reduced, the vacation pay to which they are entitled shall be increased providing the employee has not violated Company safety rules and instruction when injured, and the employee has utilized their full vacation entitlement in the same vacation year. The intent of this clause is to prevent pyramiding of payments.

The employee's vacation pay shall be increased so as to reflect no loss in vacation pay for any part of time lost over three (3) months, but not exceeding nine (9) months in the vacation year. If an employee has a prolonged absence in excess of 3 continuous months, which occurs over two vacation years, the Company will calculate an adjustment to make a maximum deduction of service of 3 months over both vacation years. Payment shall be at base rate times forty (40) hours per eligible week for each employee.

17.11 The Company will make every reasonable effort to provide two weeks notice to employees if they are being made to take vacation during the shut-down period.

ARTICLE XVIII - MISCELLANEOUS

18.01 The Company will provide a bulletin board in a mutually satisfactory location in each plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by an officer or their authorized representative for approval before being posted.

18.02 (A) The Company will furnish and maintain, without charge to the employee, special wearing apparel considered necessary by mutual agreement between the Company and the Union. The Company agrees to

a safety boot allowance of **eighty (80) dollars effective October 1, 2004; eighty-five (85) dollars effective October 1, 2005; ninety-five (95) dollars effective October 1, 2006; and one hundred and five (105) dollars effective October 1, 2007**, substantiated by receipts, in a one (1) year period, to employees who work in areas that have been mutually agreed upon by the Joint Health and Safety Committee, the Company and the Union as mandatory safety shoe areas.

(B) The Company will supply the first pair of prescription safety glasses and safety frames with side shields which meet C.S.A. Standards for all seniority employees who work in areas that have been mutually agreed upon by the Joint Health and Safety Committee, the Company, and the Union as mandatory safety glass areas. The choice of supplier and style of the lenses and frames will be made by the Company.

The Company will supplement lenses for the aforementioned safety glasses that are accidentally damaged or broken, to a maximum of fifty (50) dollars per two year period. It must be definitely established through investigation that the said glasses were broken in the course of the employee's regular work and not from a person's negligence or carelessness on the part of the employee.

18.03 Welfare benefits shall be provided as outlined in Schedule No. 1.

18.04 Technological Change

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

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

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

(A) Employee Training Program

The Company and Union recognize the importance of providing training opportunities for all employees so that they can handle technological changes and/or improve their skills and allow the opportunity to advance to jobs of greater responsibility and higher pay. Because of changing conditions and in particular technological changes, new approaches to employee training may be required.

This being recognized, the Company will undertake to introduce a training program wherever necessary. The purpose of this training program is to meet the training needs and as these needs change, the program may have to be modified.

18.05 The Company and the Union agree that better cross training for all jobs is necessary to ensure a more viable and competitive operation. The parties mutually agree to implement training whenever production requirements permit, with the understanding that this can only be accomplished while maintaining consistency and efficiency throughout the plant as well as having a willing and enthusiastic workforce. The Company welcomes any suggestions on training from the Union at any time and agrees to meet periodically throughout the term of the Collective Labour Agreement in order to explore any new ideas or techniques.

ARTICLE XIX - SKILLED TRADES

19.01 All employees classified in the skilled trades department are subject to all the provisions of the collective agreement, except as specifically provided in the skilled trades section.

Skilled trades for the purpose of this agreement shall be those trades classifications listed below:

ELECTRICIAN

INDUSTRIAL MILLWRIGHT

and others as mutually agreed upon by the parties.

The term journeyman as used in this agreement shall mean any person:

- (a) who presently holds a journeyman's classification in the skilled trades occupation as listed above or
- (b) who has served a bona fide apprenticeship of four (4) years - 8,000 hours or five (5) years - 9,000 hours and holds a certification which substantiates their claim of such service, or;
- (c) who has eight (8) years of practical experience in the skilled trades or classification in which they claim journeyman's designation and can prove same. A CAW journeyman's card will be accepted as proof in conjunction with a Ministry of skill and development certificate.
- (d) any further employment in the skilled trades occupations as listed above, after signing of this agreement, shall be limited to journeymen and apprentices;
- (e) seniority lists shall be maintained by basic trades and seniority shall be non-interchangeable with other trades;
- (f) present employees in any skilled trade classification prior to October 1, 1995 shall have their total seniority applied in such skilled trades classification. Employees entering a skilled trades classification after September 30, 1995, shall have seniority date established as of the date of entry in such classification.
- (g) separate seniority list for each plant;
- (h) a production employee will not exercise their seniority in any skilled

trades classification, nor will any skilled trades employee exercise seniority in any production classification.

In the event of a reduction of workforce in the skilled trades department, employees will be laid off from their respective groups, in accordance with the following procedure;

- (1) probationary employees
- (2) apprentices
- (3) the most junior employee within the classification
- (4) recalls will be in the reverse order of layoff.

In the event of a reduction in the workforce in any of the skilled trades classification, the individual affected will be laid off from the plant except for an apprentice who, if laid off, may exercise their total master seniority including time serving apprenticeship.

In the event of recall from layoff, the tradesperson will only be eligible to recall to the group from which they **were** laid off.

In the event of the abolition of a particular skilled trade, the Company and the Union will meet to discuss the bumping of the abolished skilled tradesman into the remaining trade. It is agreed and understood that it may not be possible to accomplish integration due to seniority and/or skills.

Should a skilled trades employee become medically unfit and unable to follow their skilled trade, both the Company and the Union will cooperate in endeavoring to place such employee on a job they are capable of performing in accordance with Article 11.02, and they will carry their total plant wide seniority to such job.

In the event that an employee removed from a skilled trades classification is subsequently cleared to return to such classification, they will be returned with no loss of seniority provided they exercises such election within fourteen (14) days of receipt of medical clearance.

19.02 TOOL ALLOWANCE

The Company agrees to provide, each October 1st, a tool allowance of \$300, **without the requirement of receipts.**

19.03 DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as adopted

the Canadian Skilled Trades Council, ½ hour per year. The first such dues deduction will be made from the employee's first pay following their probationary period. Thereafter, dues will be made in January of each succeeding year or upon completion of one (1) months work in the calendar year. These deductions, along with the names of the employees shall be remitted to the financial secretary of the local union.

19.04 JOB SECURITY AND OUTSIDE CONTRACTING

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

(A) If the need to utilize outside contractors should arise, the Company will provide the respective Skilled Trades Representative or their designate with notification of the Companies intention to sub-contract work. If the Company has less than forty-eight (48) hours notice of the sub-contracting, the Union Representative will be given prior verbal notice. If the Company has forty-eight (48) hours notice, written notification will be provided prior to the work being sub-contracted. The notification will indicate when the Company intends to sub-contract the work, the type and nature of the work to be sub-contracted and any other particulars pertaining to the work to be sub-contracted. If they so decide, the Skilled Trades Representative may ask for a meeting to discuss the work to be sub-contracted. The Skilled Trades Representative will be permitted to have a member of the appropriate skilled trades classification attend any such meeting. It is the intention that this discussion will take place prior to the outside contractors being used. The Company will give significant weight to any and all comments made by the Union at this meeting.

(i) if the work is normally performed by seniority employees, it will be offered to our skilled trades first, on an overtime basis, provided it can be done in a timely and cost efficient manner. It is the intent of this clause that, where possible, certified skilled trades in the other facility will be asked before outside contractors. When this happens, seniority will not be accumulated from plant to plant.

(ii) the use of outside contractors shall be determined by the Company.

(B) The Company will not eliminate jobs or deprive employees of overtime by outsourcing work performed by our skilled trades tradesman when the work may be performed in a timely and cost efficient manner. Notwithstanding, it is understood that technical expertise from other internal or external organizations may be utilized from time to time for new equipment or other critical problem solving objectives. When possible, skilled trades personnel will be present to gain

necessary knowledge to effectively service the equipment in the future.

- i) It is the intent that all outside contractors will be completely self-sufficient with tools, equipment and supplies where practical. Exceptions will be approved by the Maintenance Supervisor or designate.

19.05 **DISPUTES IN TRADES**

Where disputes have been resolved pertaining to normal duties and responsibilities in the skilled trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

19.06 The Company and Union agree that when there are complaints pertaining to skilled trades employees, any discussions and resolves that involve the union will include the appropriate skilled trades local Union representative(s).

The chairperson of the Union committee may request the employee relations department to arrange a special meeting to hear the skilled-trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by the skilled-trades committee person, a representative of the section of management organization in charge of the skilled trades activity involved, and a representative of the personnel and industrial relations department. The director of the National Union or their specified staff representative may attend the conference.

The committee shall attempt to resolve the matter. If unable to resolve the case, the case may be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be a person who is technically competent to deal with such problem and will be selected under clause 8.01 or 8.02 of the general agreement.

SKILLED TRADES APPRENTICES:

- 1) The purpose of the appendix is to define the provisions governing registration, education, seniority, and other matters pertaining to skilled-trades apprenticeships.
- 2) Provisions of the collective agreement shall apply to all skilled-trades apprentices.
- 3) A Joint Apprenticeship Committee shall be composed of equal number of

members, two (2) from management and two (2) from the skilled trades classification, one (1) of which will be elected skilled trades committee person,

The function of this committee shall be to advise on all phases of the Apprenticeship Training Program. This committee shall meet as required. At least one (1) member of the committee from the Union and one (1) member of the committee from the Company, who shall act as a chairperson, must be present in order to administer the Apprenticeship Standards. For areas of dispute that cannot be resolved, the chairperson's decision will be final, subject to the grievance procedure.

4) Registration

All apprentices will be registered with the Ontario Department of Labour and the Ontario Training Adjustment Board. All apprentices will sign a written Apprenticeship Agreement with the Company.

5) Initial Education Requirements

An apprentice will be required to have all Ontario Academic Credits or equivalent. Exceptions to these requirements may be made by the Apprenticeship Committee.

6) School Attendance

An apprentice who attends school, will receive a bonus of \$800 for each completed session where the apprentice is not allowed to make up time spent in school. This bonus would be eliminated in the event the Employment Insurance Commission eliminates payment to apprentices for time spent in school. In this event, the Company will provide alternate working arrangements to allow apprentices to attend day release or block programs while maintaining the opportunity of working regular hours or the Company will provide payment for such period, up to 80% of their regular earnings.

This bonus will only be paid to those individuals who return to full time work with the Company and remain in the apprenticeship training program

The Company will reimburse apprentices for tuition and required books of the apprenticeship program upon successful completion of the module.

When the apprentice has signed their contract for apprenticeship they will receive a one time allowance of \$250 for the purchase of trade related items. This will not affect their normal tool allowance.

7) Completion of Apprenticeship

An apprentice, upon successful completion of their apprenticeship, shall receive the journey person's classification retroactive to the date of certification (**Certification of Qualifications– C of Q**) at the applicable top rate of pay. No certificates will be issued by the Apprenticeship Branch, Ontario Department of labour, unless approved by the joint Apprenticeship Committee.

8) Seniority

The apprentices will exercise their seniority in their own classification. (For example, if there are four (4) apprentices in the electrical trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.)

Upon satisfactory completion of the Apprenticeship Program, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff or in production due to exercising bumping rights due to layoff. Accumulation of production seniority is frozen and excludes time served in apprenticeship.

Employees who enter the Apprenticeship Training Program shall retain their relative plant seniority until such time as they complete their apprenticeship when the regular apprenticeship seniority rule shall apply. (The apprentice will exercise their relative plant seniority at a time of layoff from the apprenticeship.)

9) Ratio

The ratio shall not be more than one (1) apprentice to three (3) journeypersons per plant.

The above mentioned ratio may be modified as the need arises upon approval of the joint Apprenticeship committee.

10)Seniority Employees (Apprenticeships)

- (a) Notice of apprenticeship openings will be posted on the Company bulletin board as per the job posting procedure.
- (b) Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees (employees within the bargaining unit) who consider themselves eligible under this program of training.
- (c) Applicants meeting the minimum requirements as per Number five (5) will be turned over to the Joint Apprenticeship Committee for approval or disapproval.

11) Credit for Previous Experience

The committee and the representative from the Ontario Training Adjustment Board will review previous experience and determine if credit for such service will be granted to the apprentice.

12) Discipline

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

- (a) inability to learn;
- (b) unsatisfactory work;
- (c) Employee's lack of interest in their work or education.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to their training as an apprentice. Such discipline by the Company shall be subject to the grievance procedure.

13) Apprentices

Apprentices in each of the trades covered shall be paid a progressively increasing schedule of wages as follows;

FOUR YEAR APPRENTICESHIP

- 1ST YEAR NOT LESS THAN 80% OF JOURNEYPERSONS RATE
- 2ND YEAR NOT LESS THAN 85% OF JOURNEYPERSONS RATE
- 3RD YEAR NOT LESS THAN 90% OF JOURNEYPERSONS RATE
- 4TH YEAR NOT LESS THAN 95% OF JOURNEYPERSONS RATE

FIVE YEAR APPRENTICESHIP

- 1ST YEAR NOT LESS THAN 80% OF JOURNEYPERSONS RATE
- 2ND YEAR NOT LESS THAN 80% OF JOURNEYPERSONS RATE
- 3RD YEAR NOT LESS THAN 85% OF JOURNEYPERSONS RATE
- 4TH YEAR NOT LESS THAN 90% OF JOURNEYPERSONS RATE
- 5TH YEAR NOT LESS THAN 95% OF JOURNEYPERSONS RATE

14) Temporary Openings

When extra maintenance help is needed due to an absence, the Company may post the opening and select a production employee to assist the skilled-trades personnel. No seniority in skilled trades would be accrued. The rate of pay would be ten (10) cents per hour less than the first year apprentice base rate. This employee would only help with jobs that have limited responsibility such as snow removal, lubrication, or helping a certified millwright with their normal duties. The successful employee would be utilized for future openings.

This clause in no event would allow an apprentice or a millwright to be on layoff status at the same time.

Maintenance helpers that are in the group for six (6) months in any consecutive twelve (12) month period will be offered the position as skilled-trades apprentice. The selection for maintenance helper will be as per selection of apprentices;

- (a) The opening will be posted
- (b) Applications will be turned over to the Joint Apprenticeship committee for selection.
- (c) For selection of helper if all other requirements are met (i.e. passed test, grade 12 education) the selection will be done by master seniority. The apprenticeship committee will review their progress on a regular basis.
- (d) All maintenance helpers will be paid 10 cents less an hour than a year 1 apprentice.

19.07 Miscellaneous

- (1) Overtime will be offered from where you are crewed as per the current plant procedures in effect.
- (2) Skilled Trades Journey persons will not be required to perform work normally assigned to production.
- (3) The Company and the Union recognize that forklift truck may be used as a tool by skilled-trades employee. In this regard, all skilled-trades employees will successfully complete the written and practical fork truck operator examination so, as they may be more effective in their duties.
- (4) In regards to training of skilled trades employees the Company recognizes that it is in the best interest of the Skilled Trades employee to have training courses made available in plant or outside that plant. This will be made available to skilled trades in all plants.
- (5) **Prescription** eyeglasses and frames (CSA) will be replaced to a maximum of once per year if necessary. The choices of supplier and style

- of lenses to be made by the Company.
- (6) Renewal fees for licenses that are either necessary or deemed as beneficial by the Company will be reimbursed.

LETTER OF UNDERSTANDING

SKILLED TRADES VACATION PERIOD

Given the nature and scope of the work within the Skilled Trades Department, given proper justification, the employees in this area will have until **April 30** of each year to use their previous years' vacation entitlement. This is intended to allow the Skilled Trades employees an opportunity to use their vacation entitlement at a more desirable time, not for accumulation of vacation entitlement.

Letter of Understanding Re: Skilled Trades

During negotiations the parties had considerable discussions pertaining to Job Security and Outside Contracting language currently contained in Article 19.04 of the Collective Agreement. These discussions included but were not limited to planning, advance notice of outside contracting activities, scope of the work to be contracted, full utilization of skilled trades employees in their respective trades and the installation of new or existing equipment.

While the parties agree that the language in the Collective Agreement currently provides for a mechanism to ensure that there is full input and communications between the parties relating to the issues noted above, it was recognized that there may be times where due to the excessive workloads that they may have been lax in exercising their responsibilities to ensure the most effective use of the article.

The Company and the Union therefore agree upon ratification of this agreement to work more closely together to open up the lines of communications through meaningful dialogue to ensure language in Article 19 is being fully taken advantage of in the most efficient manner for the benefit of each side.

It is the parties expectations that if the current language is made use of in an proficient manner that many of the current difficulties relating to this article

can and will be avoided.

SKILLED TRADES PLANTS 1, 2 & 8
 RATES EFFECTIVE OCTOBER 1, 2004

group			start	sen. In grp	45 w.d.a. sen.
34 Maintenance Electrician			24.46	24.66	24.86
Apprentice	year 1	(80%)	19.89		
	year 2	(80%)	19.89		
	year3	(85%)	21.13		
	year4	(90%)	22.37		
	year5	(95%)	23.62		
(Certified lead hands + <u>75</u> cents)					
35 Industrial Millwright Apprentice					
	year1	(80%)	19.69		
	year2	(85%)	20.91		
	year3	(90%)	22.15		
	year 4	(95%)	23.38		
36 Certified Industrial Millwright			24.21	24.41	24.61
(Certified lead hands + <u>75</u> cents)					
43 Maintenance helpers			19.79		

SKILLED TRADES PLANTS 1, 2 & 8
 RATES EFFECTIVE OCTOBER 1, 2005

group			start	sen. In grp	45 w.d.a. sen.
34 Maintenance Electrician			25.06	25.26	25.46
Apprentice	year 1	(80%)	20.37		
	year2	(80%)	20.37		
	year3	(85%)	21.64		
	year4	(90%)	22.91		
	year5	(95%)	24.19		
(Certified lead hands + <u>75</u> cents)					
35 Industrial Millwright Apprentice					
	year 1	(80%)	20.17		
	year 2	(85%)	21.43		
	year3	(90%)	22.69		

year4 (95%)	23.95		
30 Certified Industrial Millwright (Certified lead hands + <u>75</u> cents)	24.81	25.01	25.21
43 Maintenance helpers	20.39		

**SKILLED TRADES PLANTS 1, 2 & 8
RATES EFFECTIVE OCTOBER 1, 2006**

group		start	sen. In grp	45 w.d.a. sen.
34 Maintenance Electrician		25.61	25.81	26.01
Apprentice	year 1 (80%)	20.81		
	year 2 (80%)	20.81		
	year 3 (85%)	22.11		
	year 4 (90%)	23.41		
	year 5 (95%)	24.71		
(Certified lead hands + <u>75</u> cents)				
35 Industrial Millwright Apprentice				
	year 1 (80%)	20.61		
	year 2 (85%)	21.90		
	year 3 (90%)	23.18		
	year 4 (95%)	24.47		
36 Certified Industrial Millwright (Certified lead hands + <u>75</u> cents)		25.36	25.56	25.76
43 Maintenance helpers		20.94		

**SKILLED TRADES PLANTS 1, 2 & 8
RATES EFFECTIVE OCTOBER 1, 2007**

group		start	sen. In grp	45 w.d.a. sen.
34 Maintenance Electrician		26.26	26.46	26.66
Apprentice	year 1 (80%)	21.46		
	year 2 (80%)	21.46		
	year 3 (85%)	22.76		
	year 4 (90%)	24.06		
	year 5 (95%)	25.36		
(Certified lead hands + <u>75</u> cents)				
35 Industrial Millwright Apprentice				
	year 1 (80%)	21.26		
	year 2 (85%)	22.55		
	year 3 (90%)	23.83		
	year 4 (95%)	25.12		
36 Certified Industrial Millwright (Certified lead hands + <u>75</u> cents)		26.01	26.21	26.41

ARTICLE XX - HEALTH AND SAFETY

20.01 The Company and Union agree to abide by the Occupational Health and Safety Act (1995) as a minimum standard.

20.02 (a) Company Duties

The Company shall institute and maintain all precautions reasonable in the circumstances for the protection of the workers. The Company shall comply in a timely manner with the Occupational Health and Safety Act, and its applicable regulations and codes of practice. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by the agreement of the Joint Health and Safety Committee which shall be known throughout the following articles as the Committee.

(b) Employees Duties

All employees shall follow the company safety rules at all times while on the company premises and use or wear the personal protective devices that the Company requires to be used or worn.

20.03 Joint Health and Safety Committee

(a) (i) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act, (1978) as it is now written or hereafter amended. The Union representation on the Committee shall be up to four (4) members at each plant chosen by the Union. At no time shall the number of Management members out number the number of Union members.

(ii) Four Certified representatives in each plant and other Union members to have W.H.S.C. Level 1.

(b) Two (2) co-chairpersons shall be selected from and by the members of the Committee. One (1) of the co-chairpersons from each plant shall be a Union member chosen by the Union members of the Committee.

other co-chairperson shall be a Management member selected by the Management members of the Committee.

(c) During all absences of the Union co-chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.

(d) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate laws, regulations and codes of practice. The Company shall respond within 21 days to the recommendations of the Committee.

(e) The Committee shall:

(i) hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of:

- reports of current accidents, industrial diseases, accidents and incidents, and their causes and means of prevention.

- remedial action taken or required by the reports of investigations or inspections.

- any other matters pertinent to health and safety.

(ii) have access to all reports, records, and documents in the company's possession pertaining to health and safety matters.

(f) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

20.04 Right to Refuse

(a) The Company shall ensure that all employees are informed that they have the right to refuse unsafe work which may harm them or another person.

(b) If a worker exercises their right to refuse they shall notify the Supervisor and **the Supervisor shall ensure that a Union Health and Safety Representative is involved in the work refusal, or in their absence, a Union Representative.**

They shall stand by in a safe place and participate fully in the investigation of the hazard.

20.05 No Disciplinary Action

(a) No employee shall be discharged, penalized, coerced, intimidated or

disciplined for acting in compliance with the Occupational Health and Safety Act and its regulations.

(b) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job, in any workplace, or operate any equipment which they believe would be unsafe or unhealthy to them, a workmate, or where it would be contrary to the applicable provincial health and safety laws and regulations.

20.06 Education and Training

(a) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

(b) The Company will ensure that all members receive chemical hazard training. This training shall include WHMIS education and training. A Company trainer will be chosen by the Company and a Union trainer will be chosen by the Union to conduct such training. **All Union health and safety trainers shall receive Workers Health and Safety Centre instructor training, where possible. Yearly updates will be provided when deemed necessary by the Company and Union.**

(c) All Union members of the Joint Health and Safety Committee will attend the following courses:

W.H.S.C. Level 1 - workers Health and Safety Center.

Management representatives of the Committee may also attend this course.

At least 4 Union members will be certified from each plant.

All such training to be completed as soon as reasonably possible, but within one (1) year of becoming a Joint Health and Safety Committee member.

All Union members of the Joint Health and Safety Committee shall be provided appropriate hazard specific training as determined by the Company and Union and where possible, such training shall be conducted by the Workers Health and Safety Centre.

(d) The Company will ensure that the lost time, per diem or meal and travel and accommodation, if required will be paid for those who participate in education or training required by this Article.

20.07 Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker requiring outside medical aid must be investigated.
- (b) The Company shall immediately notify the Ministry of Labour on all such critical injuries as defined in O. Reg. 834 under the Occupational Health and Safety Act.

A Union health and Safety Representative in conjunction with a Management representative shall investigate the accident.

- (c) Accident and incidence investigation reports shall contain all pertinent information. **The company agrees to provide the Union a copy of all accident reports upon completion. A Union Health and Safety Representative or designate will be included in the investigation involving serious near-misses and/or accidents.**

20.08 Right to Accompany Inspectors

- (a) A Union Health and Safety member shall be allowed to accompany government inspectors (health and safety) on an inspection tour and to speak with the inspector out of ear shot of any other person.
- (b) The Company shall give a copy of the reports or any other written documents, received from the inspector, to the Union Health and Safety representative.

20.09 Disclosure of Information

The Company also agrees to make any information in their possession available to the committee upon request, including the trade name or technical description (including chemical analysis of any compounds and substances used in the plant).

20.10 Ventilation

The Company shall ensure that adequate local exhaust ventilation systems are installed on all sources of hazardous airborne contaminants and must be maintained on a regular basis.

20.11 Noise Abatement

- (a) The Joint Health and Safety Committee will conduct noise measurements throughout the plant and identify areas and equipment by amount of noise found or produced.
- (b) The Company will endeavor to ensure that bi-annual audiometric tests are made available for all employees who are exposed to noise in

excess of 80 dBA. The results of the audiometric examinations will be given to each employee. Statistics shall be supplied to the Committee.

Permanent records of audiometric tests and noise level surveys will be maintained by the Company.

The Company recognizes 85 dBA as our maximum sound level without the use of personal protective equipment, but, will strive to bring all new equipment in at or below 80 dBA and will strive to reduce current levels to same.

20.12 Access to the Workplace

The Company agrees that the national representative or their designate with reasonable advance notice may attend meetings of the Joint Health and Safety Committee and plant inspections.

20.13 National Day of Mourning

Each year on the National Day of Mourning on April 28 at 11:00 a.m., one (1) minute silence will be observed in memory of workers killed or injured on the job.

20.14 Heat Stress

Policy in the past has been that when employees find the working conditions affecting them to the point of illness or extreme discomfort, each employee will approach the respective foreman who will in most cases write out a pass giving the employee permission to go home.

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

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

20.15 Ergonomics

(A) The Joint Health and Safety Committee will address ergonomic needs on a priority basis and work toward modifying the workplace, work station, or tool to accommodate the worker.

The Company shall ensure that a member of the engineering department is given ergonomic issues a priority as well as sufficient training so that professional advice to the committee may be obtained from within the plant.

(C) When an ergonomic concern is beyond the scope of the Committee or company engineer, the Company shall hire a consultant.

20.16 Lockout program

(a) Both parties recognize the need for a lockout procedure.

(b) Lockouts are to be carried out by each employee during set-up, before any repair, trouble shooting, adjustment or servicing of all plant equipment. A proper machine lockout should block and de-energize all possible sources of motion.

(c) Employees who may be at risk because they are required to set-up, repair, or maintain equipment, machinery, or system where a lockout is required, shall receive lockout training.

(d) The Company shall provide employees with personal locks to ensure all equipment is locked out before being repaired, maintained, or set-up.

(e) No supervisor or employee shall remove another persons lock, unless done in accordance with the Company's lockout procedure.

20.17 Protective Clothing and Equipment

The Company will furnish and maintain, without charge to the employee, special wearing apparel considered necessary by mutual agreement between the Company and the Union.

20.18 Confined Space Entry

(a) The Joint Health and Safety committee shall review the work areas in the plant to determine those specific work activities they consider hazardous for confined space entry.

(b) The Company in conjunction with the Committee shall develop confined space entry procedures including but not limited to: air sampling and ventilation, communication systems, personal surveillance arrangements, proper instructions and training, rescue procedures, and personal protective equipment.

(c) The Company shall ensure such procedures are followed.

20.19 Medical Examinations

(a) The Company will provide safety related medical examinations and tests for employees as prescribed in the Occupational Health and Safety Act of Ontario. If any employee participates in a prescribed medical surveillance program or undergoes prescribed medical examinations, the Company will pay;

1) the employee's costs for medical examinations or tests required by the medical surveillance program or required by legislation,

2) the employee's reasonable travel costs respecting the examination or tests,

3) the time the employee spends to undergo the examination or tests, including travel time, which shall be deemed work time for which the employee shall be paid at the applicable rate of pay.

20.20 Alternate Work Program

The employer agrees to make every reasonable effort to provide suitable alternate work to any employee who is unable to perform normal duties as a consequence of handicap as defined under the Human Rights Code. The Union agrees to counsel its members on the benefits of cooperating in the Alternate Work Program. The employer agrees to establish a joint alternate work committee between Union, management and employee upon Doctor's approval to provide a practical rehabilitation program that will assist in the return of employees to a productive role, while meeting the provisions of the Workers' Safety Insurance Board and the Human Rights Code. The Company will endeavor to protect the employment of the employees according to our Collective Agreement.

(a) All employees who are in the plant on an alternate duties work assignment will not be permitted to work in excess of their regular scheduled shift hours (per day and per week) except on the job that they are currently doing, upon receipt of adequate medical documentation, or where mutually agreed upon between the parties.

(b) Employees on alternate duties may be placed in a job vacancy which is mutually agreed upon by the employee, the Doctor, the Company and the Alternate Work Committee provided that the employee can perform the essential duties of the job subject to mutual agreement between the Company and the Union. **A member of the Alternate Work Committee will be present at all formal meetings with injured workers concerning their injury unless the worker doesn't want the Union rep. present. Where a member of the Alternate Work Committee is not available, a member of the Union Health and Safety Committee or a Union Steward will be**



resent.

ARTICLE XXI - DURATION OF AGREEMENT

21.01 Amendments to this Agreement may be made in writing by mutual consent of both parties.

21.02 This Agreement shall be in effect until the 30th day of September, 2008 and shall continue from year to year thereafter unless either party gives notice in writing of its desire to amend this Agreement not earlier than three (3) months nor later than two (2) months prior to the date of expiration.

This agreement constitutes the understanding between the parties, as well as written and oral agreements, Letters of Intent and letters of Understanding which are all deemed to be part of this collective agreement.

Signed this 9th day of June, 2004

For the Company
Howard Hallam
Morris Eddy
Jamie Ransley
Karen Lauze

For the National Union
Dan Webster
For the C.A.W. local 4451
Steve Paterson - chairperson
Georgina Anderson - president
Jeff Casey - vice president
Harry Baldwin - co-chair
Kim Kent - co-chair
Mike Wilson - skilled trades
Ruth Wagner

WELFARE
Schedule No. 1
Company Benefits

Employees shall become eligible upon attainment of seniority following the

completion of their probationary period as outlined below.

Section 1

Non-occupational sickness and accident insurance coverage commencing on the 1st day for hospitalization and accident, 2nd day for out-patient surgery, and 4th day for sickness for up to 32 weeks (employees with less than one (1) year of seniority would be entitled to a maximum benefit of 17 weeks).

The amount of coverage per week, effective October 1, 2004, will be:

First three weeks at 55% of the employee's weekly earnings up to \$475.

Up to 29 weeks at 60% of the employee's weekly earnings up to \$475.

Benefits for injuries due to an automobile accident to which the Ontario no-fault benefits schedule applies are payable only during the first week of disability.

As agreed to during negotiations, payments of WSIB benefits to be prepaid by short term disability insurance carrier as an advance whenever claims are not paid to the employee within twenty-one days. In these cases, the employee will sign a waiver and an amount equal to the weekly indemnity payment will be paid to an employee who would otherwise qualify for short term disability benefits. The insurance carrier will be reimbursed upon receipt of WSIB benefits to the employee as per the aforementioned waiver.

If for any reason, the claim is denied by the Compensation board and/or insurance company, Cooper Standard Automotive will be empowered to recover the amount advanced to the employee by any means available, including from vacation monies.

A long term disability program will also be implemented to cover prolonged disability beyond 32 weeks. Maximum of \$1500/month to be funded as follows:

Effective October 1, 2005

Two (2) year own occupation. Will continue Drug and Extended Health Care for employees who continue to qualify for LTD.

This would run until age 65 or until no longer disabled.

tion 2

A) Life Insurance and A.D. & D. coverage of:

Effective October 1, 2004	\$30,000
Effective October 1, 2005	\$31,000
Effective October 1, 2006	\$32,000
Effective October 1, 2007	\$33,000

B) Accidental death and dismemberment benefits: If injury shall, within 365 days of the date of the accident causing such injury, result in any of the following losses, the Insurance Company will pay for loss of or permanent and total loss of use of the following: The loss of life, both hands, both feet, entire sight of both eyes, one hand and one foot, one hand and the entire sight of one eye, one foot and the entire sight of one eye, or speech and hearing shall pay the principal sum. The loss of one arm or one leg shall pay three quarters of the principal sum. The loss of one hand, one foot or the entire sight of one eye shall pay two thirds of the principal sum. The loss of speech or hearing shall pay one half of the principal sum. The loss of four fingers of either hand shall pay one quarter of the principal sum. The loss of all toes of one foot shall pay one eighth of the principal sum. The loss of thumb and index finger of either hand shall pay one third of the principal sum. The loss of hearing in one ear shall pay one sixth of the principal sum. Quadriplegia (paralysis of both upper and lower limbs), paraplegia (complete paralysis of both lower limbs), and hemiplegia (complete paralysis of upper and lower limbs of one side of body) shall be payable at two hundred percent of the principal sum. Loss as above used with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint; as used with reference to arm or leg means complete severance at or above the elbow or knee joint; as used with reference to thumb and fingers means complete severance at or above the metacarpophalangeal joint; as used with reference to toes means complete severance at or above the metatarsophalangeal joint; as used with reference to eye, speech and hearing means to irrevocable loss thereof. Any indemnity payable for loss of use shall be paid only if such loss is permanent, total and irrevocable and shall have been continuous for a period of twelve months from the date of the accident. Loss as above used with reference to quadriplegia, paraplegia and Hemiplegia means the permanent and irrevocable paralysis of such limbs. Indemnity provided under this part will not be paid under any circumstances for more than one of these losses, the greatest sustained by the employee as the result of any one accident.

C) Repatriation Benefit: If injury results in the loss of life of an employee within 365 days of the date of the accident, the Insurance Company will pay the

actual expense incurred for preparing the deceased for burial and cremation, the shipment of the body of the employee to the city of residence of the deceased, subject to a maximum amount as defined in the Letter of Understanding.

- D) Rehabilitation Benefit:** If injury caused by an accident requires that the employee undergoes special training in order to be qualified to engage in special occupation in which they would not have engaged except for such injury, the Insurance Company will pay the reasonable and necessary expense incurred for such training by the employee within 365 days of the date of the accident subject to a maximum, as the result of any one accident, as defined in the Letter of Understanding. Payment shall not be made for traveling or clothing expenses, nor for room, board, or other ordinary living expenses. Benefits payable under this part shall be limited to only one policy in the event this benefit is contained in two or more policies insured to by the Policyholder by the Insurance Company.
- E) Occupational Training Benefit:** In the event of the accidental death of an employee and if indemnity for such loss becomes payable in accordance with the terms of this policy, the Insurance Company will pay the reasonable and necessary expenses actually incurred within three years from the date of such accident by the spouse of the employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which they would not otherwise have sufficient qualifications, not to exceed in the aggregate amount as defined in the Letter of Understanding for all such expenses. Payment shall not be made for room, board or other ordinary living, traveling or clothing expenses. Benefits payable under this part shall be limited to only one policy in the event this benefit is contained in two or more policies issued to the Policyholder by the Insurance Company.
- F) Termination of insurance of an employee:** The insurance of any employee shall immediately terminate on the earliest of the following dates:
- (i) at the date this policy is terminated;
 - (ii) on the premium due date if the policyholder or the employee fails to pay the required premium for an employee except as the result of an inadvertent error;
 - (iii) on the date an employee reaches 65 years of age;
 - (iv) on the date the employee ceases to be associated with the policyholder.
- (G) Notice and Proof of Claim:** The employee or their agent or a beneficiary entitled to make a claim or their agent, shall:
- (i) give written notice of claim to the Insurance Company:
 - (a) by delivery thereof, or by sending it by registered mail, to the

Head Office of chief agency of the Insurance Company in the Province, or

- (b) by delivery thereof to an authorized agent of the Insurance Company in the province, not later than thirty days from the date of the accident;
- (ii) within ninety days from the date of the accident for which the claim is made, furnish to the Insurance Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby; and
- (iii) if so required by the Insurance Company, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice in the province.

Failure to give notice of claim or furnish proof of claim within the time prescribed will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the accident and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

The repatriation benefit is subject to the maximum coverage amount of \$10,000. The rehabilitation benefit is subject to a maximum of \$10,000. The occupational training benefit is subject to a maximum coverage amount of \$5,000. These amounts are subject to change and the Union will be notified in the event of such change.

H) The Company will continue to carry **\$8,000.00** group life insurance coverage for **all retirees** on normal retirement pension, disability retirement pension or early retirement pension under the retirement pension plan agreement.

Section 3 Hospital and Medical Coverage

A health care premium of \$200 will be established for employees and paid to each employee every January to help subsidize the new Health premium. This payment will commence in January for the 2005 taxation year and continue as long as the current Ontario Health Premium is in place.

Section 4

Commencing on the 1st day of February, 1978 the Company will pay the cost of a prescription drug plan (**\$2.00 co-pay effective October 1, 2004**) for employees and their dependents. Dependent is as defined in Section 3 above.

Section 5

As of October, 1980 the Company shall establish a Company, Union Pension Plan to be known as

Retirement Benefit Plan Agreement

between

Cooper Standard Automotive (Canada) Limited

and

National Automobile, Aerospace, Transportation
and General Workers Union of Canada (caw-Canada)
and its Local 4451

(see Pension Agreement attached)

Section 6

The Company will provide a dental plan for employees and their dependents based on the:

Effective October 1, 2004 - 2003 Dental Fee Guide

Effective October 1, 2005 - 2004 Dental Fee Guide

Effective October 1, 2006 - 2005 Dental Fee Guide

Effective October 1, 2007 - 2006 Dental Fee Guide

Dental Expense Benefit

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

1. Maximum benefits - the maximum benefit amount payable for basic and major services combined is \$1950 per calendar year effective October 1 2003 and for a lifetime for orthodontic services, **\$2200, effective October 1, 2004.**

2. Treatment plan - When the total cost of proposed dental work is expected to exceed \$300.00, the Company recommends that a treatment plan be filed for benefit determination prior to the date treatment is

lered.

3. Eligible expense - Eligible expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the suggested fee for general practitioners in the 2003, 2004 and 2005, Dental Fee Guide respectively, or the minimum fee specified in the 2003, 2004 and 2005 Dental Fee Guide respectively, of the Province of Ontario.

The Company reserves the right to use the least expensive method of treatment that would provide a professionally adequate result. The eligible expenses are limited to the following:

Basic Services - 100% payable

Examinations

Complete Oral Examination (once every 2 years)

** (once every 3 years - adults only)

Recall Oral Examination (twice every 12 months)

Emergency Examination

Specific Oral Area Examination

Diagnostic Services

Radiographic Examination (x-ray)

Complete Series Intra-Oral Films

(Once every 2 years)

Periapical Films

Occlusal Films

Posterior Bite-Wing Films

(Twice in any 12 months)

Panoramic Film (once every 24 months)

Cephalometric X-rays, Films

Tracing of Radiographs

Interpretation of radiographs from another source

Tests and Laboratory Examinations

Biopsy, Soft-hard Tissue

Cytological Examination

Pulp Vitality Tests

Diagnostic Casts

Preventive Services

Sealing And Polishing

(Twice in any 12 months)
**(once in 9 months - Adults only)

Flouride Treatment

(Twice in any 12 months)
**(once in 9 months - Adults only)

Oral Hygiene Instruction

(Once every 12 months)

Plaque Control Program

(Once only, family maximum of \$50)

Caries/pain Control/Pulp Capping

Interproximal discing of teeth

Space maintainers

Nutritional counseling

(Once every 24 months per family)

Polishing and finishing restorations

Occlusal pit and fissure Sealants

Protective athletic mouth appliance

(Once yearly)

Endodontic Services

Emergency Procedures

Periodontal Services

Management of acute infections and other
oral lesions

Surgical Services

Surgical incision

Miscellaneous surgical services

Adjunctive General Services

Drugs (Injections)

Basic Services - 80% Payable

Case Presentation

Treatment planning

Consultation with patient

Restorative Services

Amalgam Restorations

Primary Teeth

Permanent anterior and bicuspid teeth
Permanent molar teeth
Pin Reinforcement
Silicate restorations
Acrylic or composite restorations
Other restorative services
Crowns

Endodontic Services

Pulpotomy
Root Canal Therapy
Apexification
Periapical Services
Banding of tooth to maintain
Sterile operating field
Chemical Bleaching
Intentional removal, apical filling
and reimplantation
Emergency procedures

Periodontal Services

Gingival Curettage
Gingivoplasty
Gingivectomy
Osseous surgery/grafts
Tissue grafts
Post surgical treatment
provisional splinting
Occlusal equilibration
Periodontal scaling and root planing
special Periodontal appliances
(Including occlusal guards)
Anaesthesia
Consultation with another dentist
Prosthodontic services - Removable
Denture adjustment/repairs
Denture rebasing & relining
(Once in a 36 month period)

Surgical Services

Removal of erupted tooth (uncomplicated) Single tooth
Each additional tooth in same surgical site
Removal of erupted tooth (complicated)
Removal of impacted tooth
Removal of residual roots
Surgical exposure of tooth
Alveoloplasty
Gingivoplasty and/or stomatoplasty
Surgical Excision
Fractures
Fractures
Frenectomy
Miscellaneous Surgical Services

Major Services - 50% Payable
Restorative Services

Metal Inlay Restorations
Retentive pins
Crowns
Post and core
Other restorative services

Prosthodontics

Complete dentures
Immediate dentures
Transitional partial dentures
Removable partial denture
Dentures adjustments - after 3 months
post-insertion care
Retainers for bridgework
Pontics
Removal Repair, Recommendation
of Bridgework
Prefabricated veneer application
Onlays and crowns

Orthodontics - 80% Payable
Interceptive Orthodontics

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ervation/Adjustment/Appliances
(Retention appliance pays at 50%)

Section 7

An employee whose active employment is terminated by lay-off shall be covered for all benefits until the end of the month following the month of lay-off.

Provision will be made that an employee may carry on benefit coverage for themselves and their dependents beyond the periods set out above, except weekly indemnity and when on lay-off weekly indemnity, life and accidental death and dismemberment, by payment monthly in advance to the Company, of the total premiums applicable to such benefits. Such payments shall be the responsibility of employee and this privilege will terminate on termination of employment or failure to pay the premiums provided. Premiums must be submitted by the 25th of the month in which benefit coverage is still active.

An employee whose active employment is terminated by confirmed sickness or injury, whether covered by Workers' Compensation or not, shall be covered for all benefits until the end of the month in which such period has reached 52 weeks duration. **Effective October 1, 2005, the company agrees to continue drug and extended health care coverage for employees who continue to qualify for long term disability.**

Section 8

The Company shall provide for eye glasses to a maximum of:

Effective October 1, 2004 - \$260.00 (two hundred & sixty dollars)

Effective October 1, 2005 - \$270.00 (two hundred & seventy dollars)

Effective October 1, 2006 - \$280.00 (two hundred & eighty dollars)

Effective October 1, 2007 - \$290.00 (two hundred & ninety dollars)

in any period of twenty-four months, with written prescription from a medical physician or optometrist. This provision includes contact lenses, medically necessary, to a maximum of two hundred and fifty dollars (\$250.00) in any period of twenty-four (24) months. There is no provision to cover sun or safety glasses. The vision care benefit (all or any unused portion) may be used for reimbursement of laser eye surgery. The company agrees to pay a maximum of \$50 every twelve (12) months if a prescription change occurs within the 24 month interval for dependent children under the age of fifteen (15) years of age. *Eye exams to a maximum of \$40 every 2 years.*

Extended Health Care - Effective October 1, 2004

100% Company paid benefits include:

1. Private duty nursing (RN) or licensed practical nursing in the

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home or hospital subject to a maximum of six thousand dollars (\$6,000) in a three (3) consecutive year period.

2. Registered or licensed physiotherapist, up to a maximum of \$800 per calendar year for non- work related injuries, including diagnostic.

3. Laboratory tests and x-rays.

4. Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes. Prescribed orthopedic insoles/*shoes* will be covered to a maximum of \$175 in any period of twenty-four (24) months, exclusive of sports orthopedics.

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

6. Ambulance service to the nearest hospital.

7. Registered clinical psychologist in the amount of fifty percent (50%) for such services, to a maximum of two hundred and seventy-five dollars (\$275) in a twelve (12) consecutive month period per calendar year for each of such services.

8. Registered masseurs, osteopaths, naturopaths, and podiatrists to a maximum of (\$275) each in a twelve (12) consecutive month period per calendar year. Chiropractic services to a maximum of (**\$325**) in a twelve (12) consecutive month period per calendar year. X-ray examinations are limited to one (1) per year for each service.

9. Qualified speech therapist to a maximum of three hundred dollars (\$300) during any period of twelve (12) consecutive months per calendar year. Such coverage must be certified as necessary by a medical physician or dentist.

10. Medical fees where legal while traveling or residing outside Ontario when such fees are in excess of the Ontario Medical Association Schedule of Fees and are not greater than the amount that would be paid in Ontario if it were legal to provide such benefits in Ontario.

11. Hearing aids to a maximum of five hundred-fifty (\$550) once in a 2-year period.

Coordination of Benefits

If a person, who is covered for benefits under this plan, is also covered simultaneously under any other plan which provides similar benefits, the amount of benefits payable under this plan for allowable expenses incurred during any benefit year shall be coordinated, and/or reduced, so that the benefits payable from all plans shall not exceed 100% of the actual allowable expenses.

If a person is covered as an employee, and a spouse is also

employee, under the Basic Dental Plan only, both employees will be allowed to be eligible for benefits. The amount of benefits payable under this particular plan shall be co-ordinated and/or reduced so that the benefits shall not exceed 100% of the allowable expenses.

Dependent

(a) The term Dependent means a person who is:

i) the legal spouse or common-law spouse, but only if the common-law spouse has co-habited with the employee for a period of not less than one year and has been publicly represented as a spouse. Only one spouse at any time may be claimed. The Company recognizes a common-law, same sex relationship where registered with the Company and where meeting the common-law criteria in this article, including bereavement.

ii) Any unmarried, natural, adopted, step-child, or foster child or other child under the age of 21 years who is principally dependent on the employee for support or lives with the employee in a parent-child relationship. A fully employed child is not a dependent under this definition. Prescription drug and extended health coverage continues until age 25 if the child is attending school full time.

iii) The unmarried children of 21 years or more of age who are dependent on the employee for support and maintenance and who are either mentally or physically incapable of self support. Fully employed children are not dependents under this definition.

(b) An employee will be considered to be single and without dependents until they have properly enrolled their dependents on the application forms applicable to the specific dependent benefits and they may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any person claimed as a dependent. They must further inform the Company promptly of any changes in the status of their dependents which would affect their eligibility for benefits.

i) The dependents of an eligible employee shall be eligible to receive benefits in respect of any eligible expenses incurred on or after the date on which such dependent is properly enrolled under this plan, provided they are not hospitalized at that time, otherwise, on release from hospital.

ii) Dependents of any employee shall cease to be eligible for

benefits under the Plan on the date on which the employee ceases to be eligible and in the case of the death of an employee, at the end of the billing period in which such death occurred.

Retiree Benefits

All employees who retire shall maintain benefit coverage for all plans utilized by them at the time of retirement at current rates established by the active employees.

Modification and Termination

8.01 This Agreement is subject to such amendment from time to time as may be necessary to meet the requirements of any applicable federal or provincial laws, orders or regulations.

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

**SCHEDULE 2A - PLANT #1
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2004**

DIRECT LABOUR

<u>group</u>	<u>100% rate</u>	<u>Start</u>
3 Oakes Machine Operator Working Leader & Utility	20.05	
4 Oakes Machine Helper & Compounder	19.92	
5 Thermochrome	19.95	
6 Dipping / remove strips clip & pack	20.14	
7 Foam Mixers	20.39	20.29
9 Dipper cement operator working leader & utility	20.39	
16 Cement room operator	20.24	

raping	21.05	
39 Extrude, marry & finish cell	21.15	
42 Service Finishing (Leadhand +.25)	20.75	
46 Working leader EN114	21.05	
47 Inspect & Pack Rubber Operations	20.95	20.80
48 Mill & Preform Operator	21.34	21.24
50 EPDM Extrusion Operator & Ransburg	20.90	
53 Box Maker and Utility	20.95	
54 One Piece Molder	20.75	
55 Robotics Spray Operator	21.00	
57 Corvette Finishing	20.85	
58 Mold Cleaning and Setup	21.15	
61 EPDM Finishing	20.70	
62 Saturn Finishing	20.70	
64 P221 Working Leader	21.28	
65 P221 Finishing	20.70	

INDIRECT LABOUR

	<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.</u>
12 Receiving, shipping stock handling lift truck operator	21.54	21.64	21.74
13 Material handlers checkers lift truck operator	21.07	21.12	21.17
14 Inspector quality control	21.30	21.40	21.50
56 Layout technician	21.30	21.40	21.50

EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1995 (EXCLUSIVE OF SKILLED TRADES)
 THE PROGRESSIVE HIRING RATES WILL BE: 85% FOR FIRST TWELVE MONTHS, 90% FOR THE
 NEXT SIX MONTHS, AND 95% FOR THE NEXT SIX MONTHS.

**SCHEDULE 2A - PLANT #1
 LABOUR RATES BY OCCUPATIONAL GROUPS
 EFFECTIVE OCTOBER 1, 2007**

DIRECT LABOUR

group	<u>100% rate</u>	<u>Start</u>
3 Oakes Machine Operator Working Leader & Utility	21.50	
4 Oakes Machine Helper & Compounder	21.37	
5 ThermoChrome	21.40	
6 Dipping / remove strips clip & pack	21.59	
7 Foam Mixers	21.84	21.74
9 Dipper cement operator working leader & utility	21.84	
16 Cement room operator	21.69	
21 Heavy Labor Mainline	21.25	
33 Vinyl Line Facilitator	21.78	
34 Window garnish finishing cell	21.45	
37 Taping	21.55	
39 Extrude, marry & finish cell	21.65	

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42	Service Finishing (Leadhand +.25)	21.25	
46	Working leader EN114	21.55	
47	Inspect & Pack Rubber Operations	21.45	21.30
48	Mill & Preform Operator	21.84	21.74
50	EPDM Extrusion Operator & Ransburg	21.40	
53	Box Maker and Utility	21.45	
54	One Piece Molder	21.25	
55	Robotics Spray Operator	21.50	
57	Corvette Finishing	21.35	
58	Mold Cleaning and Setup	21.65	
61	EPDM Finishing	21.20	
62	Saturn Finishing	21.20	
64	P221 Working Leader	21.78	
65	P221 Finishing	21.20	

INDIRECT LABOUR

	<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.</u>	
12	Receiving, shipping stock handling lift truck operator	22.04	22.14	22.24
13	Material handlers checkers lift truck operator	21.57	21.62	21.67
14	Inspector quality control	21.80	21.90	22.00
56	Layout technician	21.80	21.90	22.00

**EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1995 (EXCLUSIVE OF SKILLED TRADES)
THE PROGRESSIVE HIRING RATES WILL BE: 85% FOR FIRST TWELVE MONTHS, 90% FOR THE
NEXT SIX MONTHS, AND 95% FOR THE NEXT SIX MONTHS.**

**SCHEDULE 3A
PLANT # 2 LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2004**

DIRECT LABOUR

group	<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.</u>	
2	Heavy pool - box making	19.95		
23	Extruder Operator	19.95		
30	SDM finishing	19.75		
39	Mixing	20.13	20.23	20.33
42	Working leader SDM finishing cell	20.00		
45	Inspect and pack	19.85	20.00	
46	Extrusion facilitator	20.13	20.23	20.33
49	Finishing cells	19.75		

INDIRECT LABOUR

12	Receiving, shipping, stock handling, lift truck operator	20.59	20.69	20.79
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	Heavy Labor Mainline	19.80	
33	Vinyl Line Facilitator	20.33	
34	Window garnish finishing cell	20.00	
37	Taping	20.10	
39	Extrude, marry & finish cell	20.20	
42	Service Finishing (Leadhand +.25)	19.80	
46	Working leader EN114	20.10	
47	Inspect & Pack Rubber Operations	20.00	19.85
48	Mill & Preform Operator	20.39	20.29
50	EPDM Extrusion Operator & Ransburg	19.95	
53	Box Maker and Utility	20.00	
54	One Piece Molder	19.80	
55	Robotics Spray Operator	20.05	
57	Corvette Finishing	19.90	
58	Mold Cleaning and Setup	20.20	
61	EPDM Finishing	19.75	
62	Saturn Finishing	19.75	
64	P221 Working Leader	20.33	
65	P221 Finishing	19.75	

INDIRECT LABOUR

	<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.</u>	
12	Receiving, shipping stock handling lift truck operator	20.59	20.69	20.79
13	Material handlers checkers lift truck operator	20.12	20.17	20.22
14	Inspector quality control	20.35	20.45	20.55
56	Layout technician	20.35	20.45	20.55

EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1995 (EXCLUSIVE OF SKILLED TRADES) THE PROGRESSIVE HIRING RATES WILL BE: 85% FOR FIRST TWELVE MONTHS, 90% FOR THE NEXT SIX MONTHS, AND 95% FOR THE NEXT SIX MONTHS.

SCHEDULE 2A - PLANT #1
LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2005

DIRECT LABOUR

group	<u>100% rate</u>	<u>Start</u>	
3	Oakes Machine Operator Working Leader & Utility	20.55	
4	Oakes Machine Helper & Compounder	20.42	
5	Thermochrome	20.45	
6	Dipping / remove strips clip & pack	20.64	
7	Foam Mixers	20.89	20.79
9	Dipper cement operator working leader & utility	20.89	
16	Cement room operator	20.74	
21	Heavy Labor Mainline	20.30	

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33 Vinyl Line Facilitator	20.83	
34 Window garnish finishing cell	20.50	
37 Taping	20.60	
39 Extrude, marry & finish cell	20.70	
42 Service Finishing (Leadhand +.25)	20.30	
46 Working leader EN114	20.60	
47 Inspect & Pack Rubber Operations	20.50	20.35
48 Mill & Preform Operator	20.89	20.79
50 EPDM Extrusion Operator & Ransburg	20.45	
53 Box Maker and Utility	20.50	
54 One Piece Molder	20.30	
55 Robotics Spray Operator	20.55	
57 Corvette Finishing	20.40	
58 Mold Cleaning and Setup	20.70	
61 EPDM Finishing	20.25	
62 Saturn Finishing	20.25	
64 P221 Working Leader	20.83	
65 P221 Finishing	20.25	

INDIRECT LABOUR

	<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.</u>
12 Receiving, shipping stock handling lift truck operator	21.09	21.19	21.29
13 Material handlers checkers lift truck operator	20.62	20.67	20.72
14 Inspector quality control	20.85	20.95	21.05
56 Layout technician	20.85	20.95	21.05

EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1995 (EXCLUSIVE OF SKILLED TRADES)
 THE PROGRESSIVE HIRING RATES WILL BE: 85% FOR FIRST TWELVE MONTHS, 90% FOR THE
 NEXT SIX MONTHS, AND 95% FOR THE NEXT SIX MONTHS.

SCHEDULE 2A - PLANT #1
 LABOUR RATES BY OCCUPATIONAL GROUPS
 EFFECTIVE OCTOBER 1, 2006

DIRECT LABOUR

group	<u>100% rate</u>	<u>Start</u>
3 Oakes Machine Operator Working Leader & Utility	21.00	
4 Oakes Machine Helper & Compounder	20.87	
5 ThermoChrome	20.90	
6 Dipping / remove strips clip & pack	21.09	
7 Foam Mixers	21.34	21.24
9 Dipper cement operator working leader & utility	21.34	
16 Cement room operator	21.19	
21 Heavy Labor Mainline	20.75	
33 Vinyl Line Facilitator	21.28	
34 Window garnish finishing cell	20.95	

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	Material handlers checkers, lift truck operator	20.12	20.17	20.22
14	Inspector quality control	20.35	20.45	20.55
37	Launch program assistant	20.17	20.31	
40	Injection molding set-up	20.10	20.15	20.20
44	Shipping & receiving inventory control - mixing	20.59	20.69	20.79
47	Coatings service person	20.07	20.12	20.17

SCHEDULE 3A
PLANT # 2 LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2005

DIRECT LABOUR

group		<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.,</u>
2	Heavy pool - box making	20.45		
23	Extruder Operator	20.45		
30	SDM finishing	20.25		
39	Mixing	20.63	20.73	20.83
42	Working leader SDM finishing cell	20.50		
45	Inspect and pack	20.35	20.50	
46	Extrusion facilitator	20.63	20.73	20.83
49	Finishing cells	20.25		

INDIRECT LABOUR

12	Receiving, shipping, stock handling, lift truck operator	21.09	21.19	21.29
13	Material handlers checkers, lift truck operator	20.62	20.67	20.72
14	Inspector quality control	20.85	20.95	21.05
37	Launch program assistant	20.67	20.81	
40	Injection molding set-up	20.60	20.65	20.70
44	Shipping & receiving inventory control - mixing	21.09	21.19	21.29
47	Coatings service person	20.57	20.62	20.67

SCHEDULE 3A
PLANT # 2 LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2006

DIRECT LABOUR

group		<u>Start</u>	<u>Sen.</u>	<u>45 W.D.A.,</u>
2	Heavy pool - box making	20.90		

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23 Extruder Operator	20.90		
30 SDM finishing	20.70		
39 Mixing	21.08	21.18	21.28
42 Working leader SDM finishing cell	20.95		
45 Inspect and pack	20.80	20.95	
46 Extrusion facilitator	21.08	21.18	21.28
49 Finishing cells	20.70		

INDIRECT LABOUR

12 Receiving, shipping, stock handling, lift truck operator	21.54	21.64	21.74
13 Material handlers checkers, lift truck operator	21.07	21.12	21.17
14 Inspector quality control	21.30	21.40	21.50
37 Launch program assistant	21.12	21.26	
40 Injection molding set-up	21.05	21.10	21.15
44 Shipping & receiving inventory control - mixing	21.54	21.64	21.74
47 Coatings service person	21.02	21.07	21.12

SCHEDULE 3A

PLANT # 2 LABOUR RATES BY OCCUPATIONAL GROUPS
EFFECTIVE OCTOBER 1, 2007

DIRECT LABOUR

group	Start	Sen.	45 W.D.A.
2 Heavy pool - box making	21.40		
23 Extruder Operator	21.40		
30 SDM finishing	21.20		
39 Mixing	21.58	21.68	21.78
42 Working leader SDM finishing cell	21.45		
45 Inspect and pack	21.30	21.45	
46 Extrusion facilitator	21.58	21.68	21.78
49 Finishing cells	21.20		

INDIRECT LABOUR

12 Receiving, shipping, stock handling, lift truck operator	22.04	22.14	22.24
Material handlers checkers, lift truck operator	21.57	21.62	21.67
14 Inspector quality control	21.80	21.90	22.00
37 Launch program assistant	21.62	21.76	
40 Injection molding set-up	21.55	21.60	21.65
44 Shipping & receiving inventory control - mixing	22.04	22.14	22.24
47 Coatings service person	21.52	21.57	21.62

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SCHEDULE 4 WORK STANDARDS

Development of Standards

Required levels of production shall be set by the Company and the load factor for each job will not exceed 100%. **An allowance of 6.25% will be utilized for machine-controlled operations and an allowance of 14.25% will be utilized for manual operations.**

Implementation of Standards

Employees being time studied will be told why the study is being made. The result of the standard will be given to the employee involved and the Union Time Study Representative. All current rates will be listed in routing book and made readily available to employees.

The Union may, at any reasonable time and from time to time, have a time study expert attend at the Company's Plant #1 or Plant #2 to inquire into the particulars of any established and installed standard, and the Company shall furnish all reasonable and relevant information necessary to enable the expert to complete the said inquiry. Where there is a discrepancy in the standards, a Union time study will be conducted.

Change in Standards

Established standards will not be altered except because of a change in material, equipment, method of manufacturing, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised.

Where there is a dispute concerning the production standard, the Company will present substantiation and a copy of all details involved in the setting of the production standards to the Union.

The Company will provide the Union with any changes made to standards within forty-eight (48) hours prior to implementation. These shall include all facts, data, studies, (allowed and disallowed time) or any information pertaining to the operation that is considered pertinent to clear up the dispute.

It is the intent of the Company and the Union to continue a harmonious

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relationship to solve any problems in this regard. It is understood that failing appropriate resolve, this plan shall be subject to the grievance procedure.

Time Study Representative

It is understood and agreed that the services to provide a Local Union Time Study Representative will continue during the term of this agreement as follows:

Said representative will be paid by the Company for the time which it is necessary for them/her to lose from their regular duties, in order to attend Time Study Training Courses jointly approved by the Company and the Union. Fees for such approved time study courses and the expenses relating thereto will be borne by the Company.

Upon their appointment the Company will then initiate a training program for the said local Union time Study representative.

When necessary, the local Union time study representative shall have access to such Company time study records that are required in the performance of such duties.

At the request of the Union to the supervisor of Industrial Engineering, the local Union time study representative will be excused from their regular duties where possible to investigate and study standard grievances, attend meetings that involve violation of standards and attend time study training courses which have been approved by the Company.

RETIREMENT BENEFIT PLAN AND

MONEY PURCHASE PLAN

**entered into
as of the 1st day of October 1992
between**

COOPER STANDARD AUTOMOTIVE (CANADA) LIMITED

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and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
And GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 4451**

Money Purchase Plan

Purpose

Interpretations

Financing

Credited Service

Retirement Benefits

Eligibility

General Provisions

Modifications and Terminations

MONEY PURCHASE PLAN

The retirement benefit plan will be converted to a money purchase plan effective October 1, 1992 allowing for the Company to contribute on a monthly basis as follows:

Effective October 1, 2004

Employees with less than 5 years service	\$55.00
Employees with 5 years but less than 15 years service	\$90.00
Employees with 15 years but less than 20 years of service	\$105.00

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Employees with 20 years but less than 25 years of service	\$115.00
Employees with 25 or more years of service	\$125.00

Effective October 1, 2005

Employees with less than 5 years service	\$60.00
Employees with 5 years but less than 15 years service	\$100.00
Employees with 15 years but less than 20 years of service	\$115.00
Employees with 20 years but less than 25 years of service	\$125.00
Employees with 25 or more years of service	\$135.00

Effective October 1, 2006

Employees with less than 5 years service	\$65.00
Employees with 5 years but less than 15 years service	\$110.00
Employees with 15 years but less than 20 years of service	\$125.00
Employees with 20 years but less than 25 years of service	\$135.00
Employees with 25 or more years of service	\$145.00

Effective October 1, 2007

Employees with less than 5 years service	\$70.00
Employees with 5 years but less than 15 years service	\$120.00
Employees with 15 years but less than 20 years of service	\$135.00
Employees with 20 years but less than 25 years of service	\$145.00
Employees with 25 or more years of service	\$155.00

Effective October 1, 2002 the plan would allow for the employee to

tribute \$10.00, \$30.00, \$45.00 or \$60.00 per month to the plan with a company match of \$10.00, \$30.00, \$45.00 or \$60.00 respectively per month. The options would be available to commence and terminate each year of this agreement at September 30th. The employee contributions would be made through payroll deductions which would be matched by the company. Employees electing to take the highest maximum match will be allowed to contribute an additional \$50/\$100 per month to their pension plan, with no company match.

An employee would become a member of the plan after attainment of their master seniority.

Anyone retiring during the term of this agreement would be guaranteed no less than \$15.00 per month per year of service under the Defined Pension Plan with all rules of early retirement being applicable. **The Company agrees for this contract ONLY to increase the Minimum from \$15 to \$20.00 per month per year of service effective October 1, 2004. This will be used as a window for retirements during the Collective Labour Agreement.**

The rules governing this plan will be available in a separate plan text to be formulated by the Company and the Union during the term of this Agreement.

This retirement benefit plan agreement is made and entered into as of the first day of October 2004, between the Company and the Union.

The "Company" as used herein means Cooper Standard Automotive (Canada) Limited with respect to its bargaining unit at Plant #1, 1030 Erie Street, Stratford, Ontario N5A 6V7 and its Plant #2 at 703 Douro Street, Stratford, Ontario N5A 3T1.

The "Union" as used herein means National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 4451.

ARTICLE I - PURPOSE

1.01 This retirement benefit plan (hereinafter referred to as the Agreement) is hereby established for the purpose of providing pension benefits, as described herein, subject to obtaining and retaining such approval of the retirement benefit plan by the relevant tax authorities as the Company may deem necessary to establish that the Company is entitled to deduct the amount of its contributions to the pension fund as an expense before taxes under the provisions of the Income Tax Act, or any other applicable tax laws, as now in effect or as hereafter amended or adopted.

1.02 Subject to the provisions of this Agreement, the Company shall

determine the manner in which the Plan shall be administered.

ARTICLE II - INTERPRETATIONS

2.01 The term “employee” means any employee of the Company who is a member of the bargaining unit as defined in the applicable sections of the Collective Labour Agreement, and meets the applicable eligibility requirements of this Agreement.

2.02 The term “pensioner” means a person who has retired and has become and remains eligible for a pension under this Agreement.

2.03 The term “physician” means a medical practitioner who is registered under the Medical Act of the Province of Ontario or such similar statute or law as governs the practice of medicine.

2.04 The term “Collective Labour Agreement” shall mean the current Collective Labour Agreement between the Company and the Union as may be amended or supplemented, or any successor agreement.

2.05 The term “layoff” shall mean the same as the definition of layoff in the Collective Labour Agreement.

2.06 The term “normal retirement date” means the first day of the month next following an employees 65th birthday.

2.07 The term “credited service” means the service of an employee which has been and remains credited to them in accordance with the provisions of Article iv.

2.08 The term “continuous service” means the service of an employee with the Company as accumulated and retained under the Collective Labour Agreement.

2.09 The term “effective date” means October 1, 2004.

2.10 The term “totally and permanently disabled” means disabled by bodily injury or disease (other than disability) which :

i) Resulted from or consists of chronic alcoholism or self-induced addiction to narcotics, or,

ii) was contracted, suffered or incurred while the employee was engaged in, or resulted from their having engaged in a criminal enterprise, or,

iii) resulted from willfully self-inflicted injury, or,
iv) can be established as due to service in the armed forces of any country.

Which in the certified opinion of a physician who is selected by or satisfactory to the Company will presumably, permanently, continuously and wholly prevent the employee, during the remainder of their life, from meeting the job requirements of any job covered by the Collective Labour Agreement.

2.11 “Actuary” shall mean a person, being a fellow of the Canadian Institute of Actuaries, appointed by the Company for the Corporation including such a person.

2.12 “Commutated value” shall mean the actuarial present value of the pension or other benefit to which an employee, or their spouse or designated beneficiary, if applicable, is or will become entitled and which conforms to generally accepted actuarial principles and is accepted under the Pension Benefits Act, 1987 (Ontario) and Regulation thereunder.

2.13 “Spouse” shall mean a person of the opposite sex who
(A) is married to the employee, or,
(B) is not married to the employee but has been living with the employee in a conjugal relationship.
(i) continuously for a period of three (3) years or more,
(ii) in a relationship or some permanence, if such individual and the employee are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986,

ARTICLE III - FINANCING

3.01 PENSION FUND

THE Company shall establish a pension fund for the purpose of providing the pension benefits under this Agreement. Such fund shall be either a trust fund, or an insured fund, or a combination thereof. The Company shall pay currently into the Pension Fund, such amounts as the actuary retained by the Company for the purposes of the plan, shall certify to be necessary to provide the current service costs and for amortization within the period prescribed by law of an unfunded liability or experience deficiency after taking into consideration the assets of the pension fund and

such other factors as may be deemed relevant. The Company at its option may from time to time, pay into the Pension Fund additional amounts.

3.02 DISBURSEMENTS FROM PENSION FUND

The Pension Fund shall be used in accordance with this Agreement, to pay such pensions as are payable under this Agreement.

3.03 PENSION PAYABLE SOLELY FROM PENSION FUND

The pension which shall be payable in accordance with the provisions of this Agreement shall be paid solely from the Pension Fund and each employee or pensioner or other person who shall claim a right to any payment under this Agreement shall be entitled to look only to the pension fund for such payment, and no liability for the payment of pensions under this Agreement shall be imposed upon the Company, or the officers, directors or stockholders of the Company.

3.04 NON ALIENATION OF BENEFITS

The pensions payable from the Pension Fund shall be deemed alimentary and for the personal maintenance of the pensioners and shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, or to attachment or legal process for debt to pensioners except to such an extent as may be required by law.

ARTICLE IV - CREDITED SERVICE

4.01 An employees' credited service shall mean their years and completed months of continuous service acquired after January 1, 1966, and retained and accumulated as provided for in the Collective Labour Agreement, subject to the following:

i) An employee who has been on lay-off, after the effective date of this Agreement, will accumulate credited service for time lost up to one year during any period of lay-off, but the time will be credited only when they return to active employment at the end of the period.

ii) An employee who has been on an official paid leave of absence for other than work with another employer or with the Union or its affiliates will accumulate credited service for time lost up to one year during one absence, but the time will be credited only when they returns to active employment at the end of the period.

4.02 An employee will lose their credited service, unless otherwise

vided for in this Agreement, when their employment with the Company is terminated for any reason or when they retire on a monthly pension under this Agreement.

4.03 The records of the Company shall be presumed to be correct with respect to dates covering term of employment, non-employment, or disability retirement of an employee, pensioner or applicant for pension, unless shown beyond a reasonable doubt to be incorrect. An applicant for pension or pensioner shall prove their age be evidence satisfactory to the Company.

ARTICLE V - RETIREMENT AND DEATH BENEFITS

5.01 NORMAL RETIREMENT

(A) An employee who retires on or after the effective date of this Agreement, and who has attained their normal retirement date and has 2 or more years of continuous service, shall be eligible for a monthly pension upon their retirement. Such monthly pension shall consist of an amount payable for life of \$8.00, multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date if that date be on or before September 30, 1982. In no event shall any payment be made after the death of the pensioner unless they shall have elected an optional benefit under Section 5.03 of this Agreement.

The monthly pension for an employee who retires after September 30, 1982 shall consist of an amount payable for life of \$10.00 Multiplied by the number of years of their credited service accumulated between January 1, 1966 and September 30, 1983.

The monthly pension for an employee who retires after September 30, 1983 shall consist of an amount payable for life of \$12.00 Multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date.

The monthly pension for an employee who retires after September 30, 1988 shall consist of an amount payable for life of \$13.00 Multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date.

The monthly pension for an employee who retires after

September 30, 1992 shall consist of an amount payable for life of \$15.00 Multiplied by the number of years of their credited service accumulated between January 1, 1966 and their normal retirement date.

In no event shall any payment be made after the death of the pensioner unless they shall have elected an optional benefit under Section 5.03 of this Agreement.

(B) the absence of an employee from active employment at any time when they would be eligible for normal retirement under this Agreement shall not preclude their retirement at that time without return to employment, provided that such absence is due to disability or sick leave, layoff or other Company approved leave of absence.

5.02 **DISABILITY RETIREMENT PENSION**

(A) an employee who becomes totally and permanently disabled prior to their normal retirement date and has 10 or more years of continuous service shall be eligible for a disability pension. Such pension shall be calculated under Section 5.01

(B) The disability pension shall become payable, if they shall then be living, on the first day of the month next following the latest of:

i) the date on which they shall have filed an application for such pension with the Company on a form supplied by the Company:

ii) the date on which their disability retirement shall have commenced; or

iii) the date on which they ceased to receive remuneration from the Company or draw weekly indemnity benefits under the Welfare Benefit Plan Agreement, and it shall be payable on the first day of each month thereafter up to and including the earlier of the month in which their disability retirement shall end as provided in this Article; or, the month in which their death occur, unless they shall have elected, or have been required to elect, an optional benefit under Article 5.03.

(C) An employee applying for a disability pension shall, if requested by the Company, submit to one or more physical examinations by a physician or physicians selected by the Company in order that the Company may determine whether such employee is totally and permanently disabled and thus entitled, if otherwise qualified, to a disability pension.

(D) Any pensioner or disability retirement shall be required to submit to a physical examination at any reasonable time and place during such retirement up to their normal retirement date for the purpose of determining their condition, whenever such examination shall be requested by the Company, but not more often than twice in any calendar year after

l and permanent disability is established. An employee or pensioner who refuses to submit to any physical examination properly requested in accordance with the provisions of this Section 5.02 may have their disability pension suspended until they submit to such physical examinations.

(E) If, after their retirement on disability pension but before their normal retirement date, a pensioner shall cease to be totally and permanently disabled, pension shall cease.

(F) If a pensioner's disability pension ceases pursuant to the provisions of the preceding sub-section 5.02 (E), the Company will re-employ the pensioner in accordance with their seniority existing at the date of their retirement if the Company has a job available for them that they can do to the satisfaction of the Company.

If the Company does not rehire the pensioner and the only reason for not doing so is because the pensioner does not have the ability to perform the available job to the satisfaction of the Company, then the pensioner's disability pension will continue in accordance with sub-section 5.02 (E).

(G) Any employee who was retired on a disability pension in accordance with Section 5.02 of this Agreement and who is re-employed upon the termination of their disability shall, upon their subsequent retirement under any section of this Agreement, be entitled to a pension based on their credited service accumulated on their disability retirement date increased by any credited service attributable to their service subsequent to their date of re-employment.

5.03 **OPTIONAL PENSION BENEFIT**

(A) NORMAL FORM OF PENSION

The normal form of pension under the agreement is payable for the lifetime of the employee.

(B) AUTOMATIC FORM OF PENSION

Any employee who has a spouse at the time of pension commencement must take their pension in a joint and survivor form under which the pension benefit shall continue to the spouse after the death of the employee at the rate of 60% of the pension which in payment to the employee immediately prior to their death and shall continue to be paid for the lifetime of the spouse. In this event, the amount of pension payable to the employee shall be reduced such that the value of their pension benefit shall be actually equivalent to the normal form of pension.

Any other form of pension herein may be elected if the employee and their spouse both waive the entitlement to this joint and survivor form of payment in the prescribed form or by means of a certified

copy of a domestic contract as defined under the Family Law Act. To be valid, the waiver must be delivered to the Company within the 12-month period immediately preceding the commencement of payments.

(C) OPTIONAL FORMS OF PENSION

Subject to Article 5.03 (B), an employee may elect an optional form of pension by notifying the Company in writing prior to their date of retirement of the optional type of pension they wish to receive. The amount of pension payable to an employee under an optional form shall be reduced such that the value of their optional pension benefit shall be actuarially equivalent to the normal form of pension. Any election of an optional type of pension may be revoked or altered to another optional type if done in writing prior to the commencement of their pension. Any option elected becomes binding upon the commencement date of the pension.

The optional forms of pension available are as follows:

i) LIFE - GUARANTEED FIVE YEARS

This type of pension provides payments for the entire lifetime of the employee and guarantees that, should the employee die after their pension has commenced but before they have received 60 monthly payments thereof, the payments shall be continued to their beneficiary or estate until 60 monthly payments in all have been made.

ii) LIFE - GUARANTEED TEN YEARS

This type of pension provides payments for the entire lifetime of the employee and guarantees that, should the employee die after their pension has commenced but before they have received 120 monthly payments thereof, the payments shall be continued to their beneficiary or estate until 120 monthly payments in all have been made.

iii) LIFE - GUARANTEED FIFTEEN YEARS

This type of pension provides payments for the entire lifetime of the employee and guarantees that, should the employee die after their pension has commenced but before they have received 180 monthly payments thereof, the payments shall be continued to their beneficiary or estate until 180 monthly payments in all have been made.

iv) JOINT AND SURVIVORSHIP PLAN

(A) A joint and survivor pension which shall continue to the joint annuitant after the death of the employee in the same amount as received by the employee immediately prior to the date of their death; or

(B) A joint and survivor pension which shall continue to the joint annuitant after the death of the employee at 75% of the amount as received by the employee immediately prior to the date of their death.

In the event of the death of the joint annuitant before the commencement date of the pension, the option will be canceled and the pension will become payable to the employee in the normal form. In such case, the employee may elect another option in writing prior to the date of commencement of their pension.

5.04 **DEFERRED VESTED PENSION**

Any employee whose services are terminated prior to their normal retirement date and who has 2 or more years of continuous service at the date of termination of employment shall be entitled to a deferred vested pension calculated in accordance with Article 5.01 of this agreement, as in effect on the last day of active employment, and payable from their normal retirement date.

Any employee whose services are terminated on or after January 1, 1988 and prior to their normal retirement date and who has 2 or more years of credited service but less than 10 years of continuous service at the date of termination of employment shall be entitled to deferred vested pension calculated in accordance with Article 5.01 of this agreement, as in effect on the last day of active employment, reduced by their accrued pension benefit as at December 31, 1986, and payable from their normal retirement date.

A person entitled to a deferred vested pension benefit shall make written application to the Company not earlier than sixty days prior to the commencement of such pension. Upon application made later than normal retirement date, retroactive payments will be made for the elapsed months after normal retirement date.

An employee whose services are terminated on or after January 1, 1988 and who is not entitled to the immediate payment of a pension benefit shall have the right to elect that, in lieu of their deferred vested pension, an amount equal to the commuted value of their deferred vested pension be paid out of the pension fund in a lump sum:

- i) to the pension fund or another pension plan, providing the administrator of the other pension plan agrees to accept the payment;
- ii) Into the employee's registered retirement savings plan (RRSP), providing the institution receiving the funds agrees to administer the funds in accordance with the requirements of the Pension Benefits Act, 1987; or
- iii) To a Canadian Life Insurance Company for the purchase of a life annuity, such life annuity not to commence more than 10 years before their normal retirement date.

Any employee whose services are terminated on or after January 1, 1988 shall receive written notice of their entitlements under the agreement

and the options available to them within 30 days of their termination of service, or within 30 days of the Company's notification of their termination of service, whichever is later.

5.05 EARLY RETIREMENT

An employee who has attained age 55 may retire early under this Agreement at any time prior to their normal retirement date and receive the pension benefit set out in Article 5.01, reduced such that the value of the early retirement pension is actuarially equivalent to the value of the pension payable from normal retirement date.

An employee who has attained age 55, has completed 10 or more years of continuous service, may retire early under this agreement at any time prior to their normal retirement date and receive the pension benefit set out in Article 5.01, reduced by 4/10 of 1% for each month by which their early retirement date precedes their normal retirement date.

An employee whose service is terminated on or after January 1, 1988 and who is entitled to a deferred vested pension payable from the fund on their normal retirement date may request that their pension benefit commence on the first day of any month after their attainment of age 55 and prior to their normal retirement date. In such event, the pension shall be reduced such that the value of the early retirement pension is actuarially equivalent to the value of the deferred vested pension.

5.06 METHOD OF PAYMENT

The Company may adopt such procedures as it shall find convenient with respect to the payment of pensions where the amount payable is less than \$10.00 per month and may pay any such pension quarterly or annually.

5.07 PENSIONER UNABLE TO MANAGE THEIR AFFAIRS

If the Company finds in its opinion, that any pensioner to whom a pension is payable from the pension fund is unable to manage their affairs because of illness or accident, any payment due (unless a prior claim therefore shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse, a child, a parent or a brother or sister of the pensioner or to any person deemed by the Company to have incurred expense for such pensioner. However, the Company shall endeavor to give effect to the wishes of the pensioner in this respect when such wishes shall have been expressed in writing by the pensioner before they shall have become unable to manage their affairs. Any such payment shall be

payment for the account of the pensioner and shall be a complete discharge of any liability under this Agreement therefore.

5.08 **BENEFITS ON DEATH**

Upon the death of an employee on or after January 1, 1988 and prior to their retirement, their spouse shall be entitled to a lump sum amount calculated as the commuted value of the employee's pension benefit at their date of death reduced by their accrued pension benefit as at December 31, 1986. If the employee has no spouse,, the lump sum amount will be payable to their designated beneficiary or, if none, to their estate.

Upon the death of a former employee whose service was terminated on or after January 1, 1988 and who is entitled to a deferred vested pension payable at their normal retirement date, their spouse shall be entitled to a lump sum amount calculated as the commuted value of the former employee's deferred vested pension reduced by their accrued pension benefits as at December 31, 1986.

Upon the death of an employee who is receiving a pension from the fund at their time of death, pension payments shall cease immediately unless an optional form of pension was elected at the time of retirement in which case benefits shall be paid in accordance with the optional pension elected.

5.09 **DESIGNATED BENEFICIARY**

An employee may, by written notice to the Company designate a person to receive the benefits payable under the agreement on their death and may also, by written notice to the Company, alter or revoke such designation from time to time, subject always to the provisions of any law governing the designation of beneficiaries.

Notwithstanding the above, an employee who has a spouse may not designate any other beneficiary to receive benefits in respect of the employee's service on and after January 1, 1987 unless the employee and their spouse both waive the entitlement to any death benefits in the prescribed form or by means of a certified copy of a domestic contract as defined under the Family Law Act.

ARTICLE VI - ELIGIBILITY

6.01 **NEW EMPLOYEES**

A new employee becomes eligible from their date of hire when they has completed their probationary period as defined in the Collective Labour Agreement. No medical examination will be required,

6.02 **LAY-OFF OR LEAVE OF ABSENCE**

Credited service shall be accumulated and retained as provided for in Section 4.01.

6.03 **VOLUNTARY TERMINATION OR DISCHARGE**

An employee loses all rights under this Agreement except any deferred vested rights they has acquired under Section 5.04.

ARTICLE VII - GENERAL PROVISIONS

7.01 The Company shall be the administrator of the plan and as such shall have the sole responsibility and authority consistent with the provisions of this Agreement for the operation and administration of the **plan.**

7.02 Coverage under this Agreement shall not give any employee any additional right to be retained in the employment of the Company, and all employees shall remain subject to discipline, discharge, or lay-off to the same extent as if this Agreement had not been put into effect.

7.03 A copy of this Agreement and any amendments thereto will be supplied to each employee. The complete text will be available for examination at the offices of the Company.

7.04 Should the Federal or Provincial Government pass legislation creating a program which would enable or require the Company to transfer a deferred vested pension of a person whose employment has terminated into a special fund , the Company may participate in such a program, and such participation shall be considered a complete discharge of the Company's liabilities under this Agreement.

7.05 The seniority of any employee who retires in accordance with this Agreement shall cease for the purpose of applying the provisions of any Collective Labour Agreement which now is or hereafter shall be in effect between the Company and the Union, except that if a pensioner is rehired on cessation of their disability retirement, they shall be credited with the service which they had at the time of their disability retirement and shall accumulate further service from the time they start work after they have been rehired.

7.06 (A) Should any dispute arise between the Company and an

Employee with reference to eligibility for benefits or payment of claims under this Agreement, or if a dispute should arise between the Company and the Union as to whether the Company has provided and continues to provide benefits as herein described, such dispute may be taken as a grievance under the grievance provisions of the Collective Labour Agreement then in effect, omitting however all steps preceding presentation of grievance, in which the personnel manager participates.

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

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

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

7.07 Should any dispute arise between the Company and any employee applicant for a disability pension or pensioner or disability retirement as to whether they are, or continues to be, totally and permanently disabled as defined in this Agreement, such dispute shall be resolved as follows:

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

(B) If they disagree concerning either total and permanent disability, or disability under Section 5.02, as the case may be, the question shall be submitted to a third physician, after examination of the disabled person and consultation with the other two physicians shall decide such question and such decision shall be binding upon the Company, the Union and the disabled person. The fees and Expenses of the third physician shall be shared equally by the Company and the Union.

7.08 No action taken in performance of the terms of this Agreement and consistent herewith shall be construed or interpreted to be a violation of any of the terms of any Collective Labour Agreement between the Company and the Union.

7.9 The Union shall be furnished with such pertinent information as it may reasonably request from time to time, with respect to the pension

benefits hereunder.

7.10 SPLITTING OF CREDITS ON MARRIAGE BREAKDOWN

The spouse of an employee who is party with such employee to a domestic contract as defined in Part IV of the Family Law Act, 1986 may become entitled, pursuant to such domestic contract or to an order under Part I of such Act, to payment of a portion of the employee's benefits under this Agreement.

ARTICLE VIII - MODIFICATION AND TERMINATION

8.01 This Agreement is subject to such amendments from time to time as may be necessary to meet the requirements of any applicable Federal or Provincial laws, orders or regulations.

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

8.03 Procedure for allocating the pension fund upon termination of this Agreement.

In the event of termination of the plan, the assets then remaining in the trust fund, after providing the expenses of the plan, shall be allocated by the committee, to the extent that they shall be sufficient for the purpose of paying retirement benefits (based on credited service to the date of termination of the plan), to participants, former participants and retired participants in the following order of precedence:

(A) First, to provide for:

(1) The continuation of annuities in the form in effect with

ect to them immediately prior to the plan's termination for those persons who are pensioners, beneficiaries and contingent annuitants under the plan at its termination;

(2) The payment of an immediate annuity, in an amount equal to the retirement benefit they would have received had they retired on the date of termination to each participant who on the date of termination qualifies for a normal retirement benefit under Section 5.01;

(3) The payment of a deferred annuity commencing at age sixty-five (65) in an amount equal to their vested deferred retirement benefit to each person who terminated employment and is eligible for such a benefit pursuant to Section 5.04;

(4) The payment of a deferred annuity equal to the vested deferred retirement pension to which they would have been entitled if the date of the plan's termination were the date of termination of their employment, to each other participant not in any class above who at the date of the plan's termination is at least age forty-five (45) and has completed at least ten (10) years of credited service.

There shall be no priority among the above. Any person, whether in Group (1),(2),(3) or (4), stands on the same rung of the ladder with a person in any other group.

(B) Second, if any such assets remain after complete allocation for the purposes of (A) above, they shall be allocated after first establishing classes of participants who are less than age sixty-five (65) on the date of termination and are potentially eligible for a normal retirement benefit by treating each successively younger five (5) year age group as a class using the age sixty-five (65) as a base. An order of allocation priority shall then be established beginning with the oldest class. The assets shall then be allocated to participants in each such class who have an interest herein on account of credited service prior to the date of termination of the plan in an amount equal to the actuarial value of such interest. The allocations of the amounts, if any, in each class for full or reduced retirement benefits for such participants shall be on the basis of annuity values providing for the payment of such benefits (commencing at the age of first eligibility for a normal benefit) in the form, applicable to such participants, which would have prevailed had the plan not been discontinued with application for reduction of retirement benefits, as in (A) above.

Such allocation shall be accomplished through the continuance of the trust fund which shall be maintained without earmark as the severable equitable interests of those having a share allocated as above. The allocation of assets in this Section is merely for the purpose of determining the adequacy of the trust fund to provide reserves for retirement benefits of

a certain monthly amount, and is not intended to give any participant such right, title and interest in the trust fund as to entitle them to a segregation of their aliquot share of the trust fund as a separate account.

Notwithstanding the foregoing, if the trustees, upon finding that it is not practicable or desirable under the circumstances to continue the trust fund with respect to some of all of the groups listed above, the trustees may provide for the disposition of all or a part of the trust fund in a manner other than by the continuance of the trust fund with respect to some or all of the groups listed above, but no change shall be affected thereby in the order of precedence and basis for allocation above established.

Further, if required to dispose of the trust fund other than by its continuance because of a government rule or statute, such trust fund shall be disposed of in accordance with such rule or statute. If any allocation produces a retirement benefit of less than fifty dollars (\$50.00) per year for any person, the trustees may pay in lieu of a retirement benefit a lump sum of equivalent actuarial value,

Anything in this plan which might be construed to the contrary notwithstanding however, it shall be impossible at any time for any time for any part of the corpus or income of the trust fund to revert to the Company.

8.04 **AMENDMENTS**

Amendments to this plan may be made in writing by mutual consent of both parties.

8.05 **TERMINATION**

This Agreement is effective October 1, 2004 and shall remain in full force and in effect until September 30, 2008 and shall continue in effect thereafter from year to year for further periods of one year each unless either party shall have given written notice of termination or written notice of proposals for amendment to the other party not less than two months but not more than three months prior to the expiration date or any anniversary date thereafter.

In the event of written notice of termination of proposals for amendment having been given by either party as herein provided, negotiations shall be proceeded with during the notice period with a view to completing a new Agreement. Should such negotiations extend beyond the expiration date, this Agreement shall remain in full force and effect until negotiations are broken off by either party. In the event termination is given by either party, this Agreement shall continue to operate in the manner as provided in Section 59 of the Labour Relations Act of Ontario

(S.S.) 1979 CH 232 as amended October 1977.

In witness whereof each of the parties hereto has caused this plan to be signed the first day of October, 2004, by its authorized representatives as of the day and year first above written.

FOR THE COMPANY
Howard Hallam Director H.R.
Jamie Ransley
Morris Eddy
Karen Lauze

FOR THE NATIONAL UNION
ON BEHALF OF ITS LOCAL 4451
Dan Webster - National Rep
Steven Paterson- chairperson
Georgina Anderson president
Harry Baldwin- co-chair
Mike Wilson skilled trades
Kim Kent co-chair
Ruth Wagner
Jeff Casey vice president

LETTER NO. 1
LETTER OF UNDERSTANDING-9 - HOUR SHIFTS

The second shift operations on a two shift rotation will be scheduled to operate as follows:

Monday Through Thursday	3:25 p.m. - 12:55 a.m.
Friday	3:25 p.m. - 7:25 p.m.

Therefore, your normal 40-hour work week will be completed at 7:25 p.m. on Friday evening. The rest periods and lunch periods will be scheduled as normal (no additional breaks).

No overtime premium will be paid Monday through Thursday unless employees work more than 9 hours.

If overtime is necessary on Friday evenings, it is anticipated that the employees working the above shift will work the overtime.

For this scheduling to be successful, we must be made aware of

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any problems that may occur. Hopefully, we will be able to correct them. It is extremely important that you make your foreman and the Union executive aware of any problems.

LETTER NO. 2
LETTER OF UNDERSTANDING -10 - HOUR SHIFTS

The purpose of this Memorandum of Agreement is to implement, on a trial basis, a 10-hour shift to run for four consecutive days. This would only affect employees on the afternoon shift who are on a regular 2-shift rotation.

If the Company requires a third shift, or if other unforeseen circumstances made the 10-hour shift impractical to be continued, the Company will confer with the Union regarding the situation prior to any discontinuance of this shift. This shift may be discontinued by either party if problems arise that cannot be corrected to the satisfaction of all.

The Company agrees to pay holiday pay to anyone working on this shift who would normally qualify for holiday pay under the terms of the Collective Labour Agreement. In cases of bereavement, the Friday will be counted as a working day, but pay will not be given in bereavement cases. Instead, employees will be paid for the full 10 hours on Monday through Thursday.

It is understood by the Union that if overtime is required, employees on the 10-hour shift operation may be required to work a fifth 8-hour shift on Friday. The Company agrees that if more than 4 hours of overtime are available on Friday afternoon, it will be offered to the afternoon shift.

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

LETTER NO.3
LETTER OF UNDERSTANDING -12-HOUR SHIFTS

A twelve (12) hour shift to run three (3) consecutive days may be scheduled if

èed upon by both the Company and the Union. When operating a 12-hour shift the following guidelines will be applied:

- 1) The Company will provide the Union with reasonable notice of the intent to implement a 12-hour shift
- 2) Employees who hold the group and are currently working within the group will be asked by Master Seniority to work the 12-hour shift
- 3) Employees will receive four 10-minute breaks and a 20-minute paid lunch on this shift
- 4) Employees will receive 40 hours pay after 3 shifts for 36 hours of work. Employees will receive 2 hours at double time for the first two hours of the first shift, 1 hour double time for the first hour of the second and third shifts.
- 5) The 3 days will be consecutive and run from Monday to Friday on regular hours during the week
- 6) Employees will be credited with 5 days for the purpose of Attendance Award days
- 7) Overtime required during the week will be offered to employees working on the shift required as per 14.04(A)(1) and then the 12-hour shift
- 8) **Should a fourth or fifth shift be required during the week to run production which the 12-hour shift normally run, employees working the 12-hour shift will be asked first.**
- 9) Employees working this shift who qualify to work overtime during the week, will receive overtime premium
- 10) The crewing of the 12-hour shift will be addressed each April and October
- 11) This shift can be cancelled by either party should problems arise, given thirty (30) days notice.
- 12) Employees working the three twelve hour shift schedule will be paid for three consecutive days (excluding weekend) with pay for bereavement purposes. The intent of this clause is to ensure that an employee does not lose any money for bereavement time off.
- 13) **Overtime required on the weekend will be offered to employees working on the 3-12's as per Article 14.04(D).**

LETTER NO. 4
LETTER OF UNDERSTANDING- SUBSTANTIAL LAYOFF

Prior to any substantial lay-off during the term of the

Collective Labour Agreement, the Company will discuss same with the Union, and decide what if anything can be done to maintain senior employees.

CLARIFICATION LETTER FOR “SENIORITY LETTER”

It is understood by the parties that situations may arise in which this may not be accomplished immediately due to the amount of people to be trained or the job classifications involved. The Company will therefore discuss with the Union to see what, if anything, can be done to protect the senior employees.

LETTER NO. 5 LETTER OF UNDERSTANDING- INTER-PLANT TRANSFERS

The purpose of this letter is to implement a transfer agreement between Cooper Standard Automotive (Canada) Limited and CAW, Local 4451 for Plants 1 and 2. This agreement will remain in effect until cancelled by either party upon 30 days written notice.

The transfer agreement will be utilized by moving personnel from one division to another following the guidelines listed below:

- 1) Job postings will be simultaneously posted in both divisions for openings in either plant with the understanding that selection will be made in the division where the opening actually exists first. (When employees are on lay-off status from one plant, job postings will be posted within that plant only.)
- 2) If no one signs the posting from the division in which the vacancy exists, a selection from the employees who signed the posting from the other division will be made in accordance with Section 12.01(B) of the Collective Agreement. They will be transferred as soon as possible. Exceptions may be necessary where productivity demands dictate.
- 3) Successful applicants upon transfer will accumulate seniority in their new division only, but will retain their former seniority in their former division. Such employees will be required to remain in their new division for at least one (1) year from their date of master seniority. On a layoff situation, the one year stipulation will be waived. However, any employee who does not complete their **Occupational Group seniority** will be returned to their original position

in their former division.

- 4) For the purpose of this transfer agreement, only master seniority from the division in which an employee is currently working will be used for signing postings for vacancies in the other division.
- 5) Seniority retained in other than an employee's present division will not be recognized for bumping purposes but will be recognized upon returning to former division by any subsequent transfer and by layoff provisions as openings become available.
- 6) When employees utilize the Transfer Agreement and move from one plant to another, then put on layoff status and recalled to their former plant when an opening becomes available, the following guidelines shall be followed:
 - (a) Seniority in the original plant can be utilized for layoffs and group openings (no bumping), but postings will not be awarded to them unless no one signs the posting from either plant, for the one year period stipulated in the transfer agreement.
 - (b) They will have priority recall as per their seniority rights to the original plant. ie. A plant #1 employee who is transferred to Plant #2 and laid off, will have first recall to Plant #1 by seniority before Plant #2 people with no seniority.
- 7) When an employee transfers from one plant to another through the transfer agreement, and subsequently returns to the original plant, the days worked in said facility will be recorded and placed in their file. Copies will be given to the employee and the Union for future reference.

This section would not apply when the employee requests to return to the original plant on their 30 day trial period as per the job posting procedure stipulated in Article 12. It is understood that if an employee returns in this time frame, there will be no loss of seniority in the original plant.

LAYOFF TRANSFERS

When an opening occurs in one plant and there are employees on layoff status in the second plant, the following procedure will be followed:

- (a) Those employees laid off will be given the opportunity to fill the opening in the other plant by way of master seniority.
- (b) If such employee is laid off in the second plant they shall have priority recall to their original plant. The Company reserves the

right to keep such an employee in the second facility until adequate placement training is complete.

- (c) If the employee accepts the recall in the original division, they will lose all seniority rights from the other plant for the current layoff.
- (d) Regardless if the employee accepts the recall to their original plant or refuses their recall rights to the original plant it will be done in writing with a copy to both the employee and the Union,
- (e) An employee who has attained master seniority in both plants and is subsequently on layoff from both plants shall have accrued seniority for the period of the layoff credited to the plant of recall.

If unforeseen problems arise from the transfer agreement, the Union and the Company will discuss the concerns and give them due diligence.

LETTER NO. 6 LETTER OF UNDERSTANDING - OVERTIME

In an endeavor to maintain good working relationships with all employees, the Company will advise the Union Executive when it cannot get enough qualified employees to run any operation scheduled to work overtime.

This will be done, where possible, prior to implementing mandatory overtime.

The Company agrees to allow up to 30 days for the filing of overtime related grievances.

CLARIFICATION

When employees are absent from the positions listed below, the Company shall utilize employees currently working within the group or other employees holding the group necessary. When there are no such employees available, the Company will ask employees currently working in the group on the other shifts to cover the absence with overtime. If everyone currently working within the group from the other shifts have been asked and refused overtime, or for short periods of time until employees become available, the Company shall have the right to utilize

Employees who are familiar with and capable of doing the job. This clause will not limit the Company's right to decide if a replacement is necessary or not.

The positions are leadhands, cement room, foam room, quality control, shippers, working job controllers, launch program, development, mill room (plant 1), all set-up personnel, job facilitators, EPDM extrusion operators and others as mutually agreed upon by the parties.

LETTER NO. 7 LETTER OF UNDERSTANDING - WAREHOUSE

When production activities from Plant #1 and Plant #2 are being completed in the warehouse, and when the Company uses employees from the bargaining unit, the parties agree to the following:

- 1) A bulletin board will be provided for job postings and Company communication;
- 2) A Unionized Joint Health and Safety committee member will be given an opportunity to tour the production area once per month to ensure adequate safety measures are observed;
- 3) If an employee's job is transferred to the warehouse they will be given the option of transferring;
- 4) Work that is normally and historically performed by Plant #1 and/or Plant #2 employees will be done in the warehouse according to their respective plant seniority. If employees in either plant are laid off or not scheduled to work, then any work done in the warehouse during this period of time will be done by seniority in their respective plant.

Furthermore, when non-production-like activities from Plant #1 and/or Plant #2 are being completed in the warehouse (e.g. Shipping and Receiving), and when the Company uses employees from the bargaining unit, the parties agree to the following:

- 1) Job postings and lay-offs will be based on master seniority from the respective plants of origin;
- 2) Openings will be posted in both plants and the employee with the most seniority using their active plant (current) seniority will be selected under section **12.01 (B)** of the collective agreement;
- 3) Overtime will be done by master seniority using the applicant's current seniority date following Article **14.04** of the collective agreement;

- 4) Tow motor training will be provided for individuals required to drive a tow motor;
- 5) If an employee's job is transferred to the warehouse they will be given the option of transferring;
- 6) In the event of a layoff where it becomes necessary to bump, employees will be only allowed to bump those employees holding the group from their original plant. Layoffs will be done by seniority based on their active (current) seniority, meaning the junior person at the warehouse will be the one to take the move;
- 7) No employees shall be laid off from Plant #1 and/or Plant #2 from occupational groups #12 or #13 where a non-bargaining unit employee is doing the work of one of these classifications.

The above applies only while work from Plant #1 or Plant #2 is in the warehouse and in no way hinders the Company's right to operate a warehouse as in the past as a non-Union facility.

LETTER NO. 8
LETTER OF UNDERSTANDING - WEEKEND SHIFT

The purpose of this letter is to implement a weekend shift that will operate as follows:

1. Hours at work would be :

Friday and Saturday 10:55 p.m. - 10:55 a.m. (midnights)
Saturday and Sunday 10:55 a.m. - 10:55 p.m. (afternoons)
If only one shift 7:00 a.m. - 7:00 p.m. (no shift premium)

or,

10:55 p.m. Friday - 10:55 a.m. Saturday
10:55 a.m. Saturday - 10:55 p.m. Saturday
Shift premium would be paid on afternoon and midnight Shifts

2. Holiday pay and attendance award days are as per the collective agreement and would be paid over and above the hours worked on weekends.

3. Pay: twelve (12) hours pay at time and one-half (1-1/2) for

the first day of the weekend shift;
twelve (12) hours pay at double time (2 x's) for second
day of weekend shift

TOTAL forty-two (42) hours pay

For Employment Insurance purposes, credited hours will be 1.5 times the hours worked on Saturday and 2 times the hours worked on Sunday.

4. Employees working weekend shift under this agreement will receive a twenty (20) minute paid lunch and 4 - 10 minute paid break periods.
5. Cost of living allowance paid for hours paid (42 hours), plus COLA on additional hours paid for.
6. Each shift will equal 1.5 days for seniority and 2.5 days for attendance award days.
7. Pay for bereavement will occur only if time lost (i.e. full pay (42 hours) if death occurs Friday. No pay if occurs on Monday.)
8. Weekend shifts will rotate on a weekly basis unless only one weekend shift is required. Any employee unable to work their scheduled shift for the weekend will be responsible to find someone on the full shift to switch with them. This will not be a Company responsibility. Where there is failure to find someone, the employee is required to work their scheduled shift. It is the intent of this clause, that if more than one person wants to switch on to this shift then the senior person will have the opportunity to work.
9. The employee will give the Company thirty (30) days written notice of their wish to transfer from the weekend shift.
10. Weekend shift will be offered by master seniority currently working and holding the group. Employees transferring into groups with weekend shifts through job postings will have to wait for an opening on this shift.
11. Sick and accident will be paid as per the Collective Labour Agreement with Saturday and Sunday equating to the normal five (5) days of production and the five (5) days equaling a weekend.
12. **Overtime required during the week will be offered to employees as per Article 14.04. Overtime through the week will be paid the first eight (8) hours at time and one-half (1 ½).**

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13. Christmas holidays will be paid as per this agreement on holidays. Time off from weekend shift may or may not be given but holidays will be paid regardless. The parties agree to meet prior to Christmas shutdown to determine if alternate days can be scheduled to ensure no loss of earnings.

14. One (1) weekend shift would equate to one (1) week's vacation for vacation entitlement.

15. Duration of this shift will be six (6) months to be re-addressed in April and October. At this time, if weekend shift is still required, refer back to No. 11. The Company and the Union agree to review if situations arise which may require amending this arrangement for temporary periods.

LETTER NO. 9 LETTER OF UNDERSTANDING-ORIENTATION

The Company during its indoctrination of new employees will give the Union ten (10) to fifteen (15) minutes with the new employees for introductions.

LETTER NO. 10 NON-DISCRIMINATION/HARASSMENT

Introduction

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario human rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This joint policy shall be interpreted in accordance with and subject to the provisions of the Code.

Complaint and Investigation Procedure

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- a) Advise the person involved, as soon as possible, how you feel and request that they stop the conduct you find offensive.
- B) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or Union representative.

In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

- c) If the supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, it will then be submitted in writing to the joint committee.

The joint committee will be comprised of two (2) representatives selected by the Company and Two (2) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one (1) woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The joint committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and other persons named in the complaint. Any Union members interviewed by the joint committee may, if they so wish, have Union representation present during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality.

Records of the investigation, including interviews, evidence any recommendations made by the joint committee will be securely maintained in the offices of the Company and the Union.

Upon the completion of the joint investigation, the joint committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the human resource person and the plant chairperson. If the members of the joint committee do not agree, the report may reflect differences in the findings.

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employees.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the local human resource person, on consultation with the local plant chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Labour Agreement.

In the event the complaint remains unresolved and a violation of the Collective Labour Agreement is alleged, the matter may be considered as a grievance beginning at Step 3 of the grievance procedure.

Nothing in this letter of understanding prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

LETTER NO. 11
LETTER OF UNDERSTANDING

The Chairperson of the Local and the co-chairperson from each plant and one skilled trades representative will be retained on the day shift where it is practical to do so, or if arrangements can be mutually agreed upon. It shall not be considered practical if this arrangement causes an employee to work more weeks of afternoons or midnights in comparison to days, against their wishes.

LETTER NO. 12
LETTER OF UNDERSTANDING - SHORTAGE OF WORK

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When the Company or the Union become aware of a trend towards an ongoing shortage of work, they shall meet, discuss and review what measures may be taken to protect senior employees from four hour layoffs.

LETTER NO. 13
LETTER OF UNDERSTANDING - STRAIGHT SHIFTS

Effective October 1, 1998 any groups that have a job available on a straight shift basis for an indefinite period of time will be asked by seniority in the group.

LETTER NO. 14
LETTER OF UNDERSTANDING - SHIFTS FOR NEW JOBS

All new jobs coming into the plant will be posted by shift. It is further understood that this agreement will be for trial period and either party may terminate the agreement with a minimum of (2) weeks notice.

It is the Company's intent to treat Straight Shift Postings as per the procedure outlined in Article XII – Job Posting.

As further clarification, the following must be noted:

- The 4-6 month eligibility period as per the Job Posting procedure shall apply for Shift postings. It must be noted that the week-end shift and the 12- hour shifts are excluded from this because they are asked by seniority working in the group, not posted.
- Straight shift postings will not be posted by line. If an individual has been successful on a posting for a particular shift, they will not be entitled to sign another posting for the same shift within the same group.
- If additional employees are required within the group where the straight shift occurs, the posting will be open to all eligible employees to sign.
- If additional employees are not required within the group where the straight shift occurs, the posting will only be open to individuals currently working within that group.
- **When it is necessary to reduce a shift in a straight shift area, the employees affected will exercise their seniority in that group on their straight shift. If the employee does not have enough seniority to maintain their straight shift they will bump the most junior employee in that group on other shifts.**

- Should an employee leave their straight shift posting they may lose their right to their straight shift. (for example, acceptance to 12-hour shift or week-end shift)

Should any additional unforeseen issues arise, the Company agrees to meet with the Union and discuss the concerns.

LETTER NO. 15
LETTER OF UNDERSTANDING - OVERTIME PLANT 8

The Company will offer all overtime within Plant 8 (Mixing facility) to employees currently working in Mixing, before asking employees currently working in Plant 2 and vice versa.
Overtime will continue to be distributed by group in Mixing as in the past.

LETTER NO. 16
LETTER OF UNDERSTANDING - CREW SHEETS

To clarify, overtime will be offered to employees in the department that they are crewed to within a group first and not by total group seniority.

LETTER NO. 17
LETTER OF UNDERSTANDING - INTERPRETATION

It is recognized by the parties that the Mixing department (Plant 8) is part of Plant 2 for the purpose of interpretations of the collective agreement.

LETTER NO. 18:
LETTER OF UNDERSTANDING - PAY ADJUSTMENTS

The Company agrees that if an employee encounters a pay shortage through no fault of their own, it will be rectified where possible within a twenty-four hour period, if requested by the employee.

LETTER NO. 19
LETTER OF UNDERSTANDING – PLANT CLOSURE
In the event that the company should close either of its plants

- The company will notify the local and National Union where possible, 6 months, but at least 2 months prior to cessation of operation.
2. The parties will meet to discuss ways of attempting to avert the closure.
 3. If attempts to avert the plant closure are not successful, the Company and the Union Representatives will meet to discuss the manner in which the closure is carried out.
 4. The discussions between the parties will include but will not be limited to severance entitlements, benefit coverage and an adjustment process.
 5. The company agrees to negotiate with the Union in an attempt to provide a severance package that will be an improvement over what is provided in the Employment Standards Act of Ontario.
 6. The Company further agrees that any extension in benefit coverage will be over and above that which is currently contained within the Collective agreement between the parties.
 7. Employees will be allowed vacation pay in lieu of time off for vacation.
 8. The company will provide job search and social counseling to affected employees under the auspices of a Provincial and/or Federal Industrial Adjustment Committee.
 9. The Company will be committed to working closely with the Union to implement this committee. The chairperson will be, subject to the approval of the Industrial Adjustment Service, selected by the committee. The committee shall consist of up to 3 representatives from the company and a minimum of 3 representatives from the Union, to be chosen by each respectively.
 10. The terms agreed to in this letter of understanding concerning the plant closure are in addition to any benefits or rights which may flow from the existing collective agreement between the parties or from any applicable Provincial Legislation. The signing of this letter of understanding in no way effects the interpretation by either of the applicable legislation as it pertains to plant closure.
 11. After the announcement of a plant closure, employees hired on or before January 1, 2000 will be given a seniority date of January 1, 2000 in the other facility. If a situation should arise that causes undue hardship to the Company due to unforeseen contingencies, the parties shall meet and discuss what measures can be taken to protect senior employees while ensuring quality productivity is maintained. Examples would include, but not limited to, new program assignments where movement of employees could jeopardize customer requirements, or high percentages of workers in a job that would need to be displaced simultaneously. In these cases, the Company would displace 20% of the employees working in that occupational group or area. When these employees have obtained an efficiency rate that is acceptable to

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the Company, the next senior employee will displace the next junior employee in the same manner aforesaid. Should it be determined that an employee cannot perform the job they will be unable to continue to utilize their seniority under this provision.

LETTER NO. 20
LETTER OF UNDERSTANDING - CANCELLATION OF
WEEKEND SHIFT OR 3-12'S SHIFT

If the weekend shift operation or the three (3) twelve (12) hour shift operation is cancelled or reduced within thirty (30) working days of an employee moving to one of these shifts, those employees so affected will go back to their previous posted shift.

LETTER NO. 21
LETTER OF UNDERSTANDING - Clarification re: Overtime for
Paint Booth Operators, Plant 2

When overtime is required on a paintbooth it will be administered as follows:

- 1) By seniority on the paintbooth normally doing the job on shift, (crewed to the line).
- 2) By seniority on the paintbooth normally doing the job - shift 2 and 3, (by master seniority over both shifts).
- 3) Trainee employees on the paintbooth normally doing the job, (working on required shift), then shifts 2 and 3.
- 4) By seniority on the paintbooth on the same shift, (not crewed to the line), then shifts 2 and 3.
- 5) By seniority on the paintbooth, working on the weekend shift, (only applicable to overtime during the week).
- 6) By shift seniority, (working on the required shift first), people who are familiar with and who are capable of doing the job.
- 7) Probationary employees who are capable of doing the job.
- 8) Company will order by reverse seniority employees normally doing the job.

When overtime is required on Inspect and Pack it will be administered as follows:

- 1) By seniority crewed to Inspect and Pack normally doing the job on shift, then the paintbooth operator, (crewed to the line).

By seniority crewed to Inspect and Pack normally doing the job, shift 2 and 3, (by master seniority over both shifts), then the paintbooth operator.

3) Trainee employees on Inspect and Pack normally doing the job, (working on required shift), then shifts 2 and 3.

4) By seniority in Group 45 on the same shift, (not crewed to the line), then shifts 2 and 3.

5) By seniority on Inspect and Pack on the weekend shift, then the paintbooth operator, (only applicable to overtime during the week).

6) By shift seniority, (working on the required shift first), people who are familiar with and who are capable of doing the job.

7) Probationary employees who are capable of doing the job.

8) Company will order by reverse seniority employees normally doing the job.

LETTER NO. 22

LETTER OF UNDERSTANDING - CHANGE OF HOURS

The Company shall not change the hours or days of work for the ten (10) hour shift operation, the three (3) twelve (12) hour shift operation, or weekend shift operations during a statutory holiday week until there have been meaningful discussions with the Union.

LETTER NO. 23

LETTER OF UNDERSTANDING - ROTATING & STRAIGHT SHIFTS

While it is not the Company's intent to change the current practice as it relates to rotating and or straight shifts for all employees, it is agreed that employees (other than Skilled Trades) hired after January 1, 2003 may be required on a more recurrent basis to work straight shifts.

LETTER NO. 24

LETTER OF UNDERSTANDING - TRAINING

The Company and the Union agree to provide training to all employees on the importance of maintaining an environment free of harassment. The training may be of joint facilitation with a facilitator from the Company and a facilitator from each respective plant for the Union. This training will be

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completed within the term of the agreement. The cost of the training will be paid by the Company.

LETTER NO. 25

LETTER OF UNDERSTANDING - OVERTIME HOLIDAY MONDAYS

Holiday Mondays are considered to be part of the weekend for overtime purposes. Therefore when work is required on the long weekend that is different from normal weekend shift hours, it shall be offered under step one of the overtime procedure. (normally doing the work Monday to Friday on shift from the previous week's crew list)

LETTER NO. 26

LETTER OF UNDERSTANDING - Clarification on "Currently Working in the Group"

For purposes of Straight Shift postings, Week-end Shift and **3 – 12's** "currently working within the group" shall include:

- Those employees who hold a permanent job posting within that group
- Those employees who have been placed in that group for an indefinite period of time due to lay-off or due to medical restrictions

For the purposes of this letter, employees who have been temporarily placed in the group for reasons such as temporary job posting, short-term lay-off, medical restrictions or other unforeseen reasons, shall not be considered as "currently working in the group".

The Company and Union shall meet to discuss any issues that arise due to application of this letter.

LETTER NO. 27

LETTER OF UNDERSTANDING - Clarification on Weekend Overtime re: Long Weekends for Weekend Shift Workers

Article 14.04 (D)

Sign up sheets for week-end overtime will be posted each week on Sunday night and will remain posted until Wednesday at Noon. Employees wishing to be considered for week-end overtime must sign the sheet during this period. The Union will immediately be given a copy of the sign-up sheets as they are taken down and prior to the overtime being allocated. Employees will be asked to work additional hours on Saturday and Sunday in the following manner until the required number has been attained:

- (A) By seniority within the group required normally doing the job on shift. (excluding 3-12's)
- (B) By seniority within the group normally doing the job – shift 2 and 3 and weekend shift (by master seniority over all three shifts)
- (C) (3) (4) (5) (6) (7)(8) - As per article 14.04 D same as in collective agreement.

This section will only apply when there is a weekend shift working in the plant on long weekends.

E.g. Weekend shift works Friday night shift 10:55 p.m. – 10:55 a.m. and then again Monday from 10:55 a.m. – 10:55 p.m., this would give them the opportunity to work an 8 hour overtime shift on the Sunday after people normally doing the job on shift.

LETTER NO. 28
LETTER OF UNDERSTANDING - STOCK/DEFINED
CONTRIBUTION PENSION

For every dollar that an employee contributes to the stock purchase plan the Company will contribute twenty-five (25%) per cent to the EMPLOYEE'S Defined Contribution Pension account to a maximum of \$80 (\$375 Employee contribution maximum).

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