

# AGREEMENT

BETWEEN

**TOWER**  
AUTOMOTIVE

and

LOCAL 13571-34

UNITED STEELWORKERS OF AMERICA

24 February 2004 to 23 February 2007

01691(08)

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# COLLECTIVE LABOUR AGREEMENT

This Agreement made on the 24th day of February 2004.

*between* TOWER AUTOMOTIVE  
hereinafter called the "Company"  
OF THE FIRST PART

*and* UNITED STEELWORKERS OF AMERICA,  
ON BEHALF OF ITS LOCAL, 13571-34  
hereinafter called the "Union"  
OF THE SECOND PART

WITNESSETH AS FOLLOWS -

## ARTICLE 1 **Recognition**

1. The Company recognizes the Union as the exclusive bargaining agent for all hourly- paid employees of the Company in the City of Toronto, save and except watchmen, guards, office staff, foremen and those above the **rank** of foremen.
2. In this Agreement words importing the masculine gender shall include the feminine gender and vice versa recognizing that this agreement applies to both male and female employees.

## ARTICLE 2 **Purpose**

1. This Collective Labour Agreement is entered into for the purpose of promoting and continuing the existing good relationship between the Company and its employees and to provide a basis of mutual understanding on conditions of employment, rates of pay and hours of work.
2. Nothing herein shall be construed as a waiver of any right or obligation of the Company, or of any employee, or of the Union, under any present or future applicable Federal or Provincial law.

### ARTICLE 3 *General Conditions*

1. The provisions of the Agreement and Appendices I and II and III shall be read and construed together.

2. Supervisors shall not perform work normally done by bargaining unit employees except for purposes of instruction, training, experimenting, in case of emergencies, and where no qualified employees are immediately available.

3. If, in any department, circumstances arise relevant to working conditions, but for which no express provisions is made herein, work shall proceed under conditions specified by the Company, with due regard to matters of health and safety, pending consideration of the question by the parties hereto.

4. In consideration of the conclusion of this Agreement, there shall be no strike, stoppage of work, picketing, boycott or wilful interference with production, transportation, or distribution, by the Union or its members, and no lockout by the Company while this Agreement is in effect.

5. Subject only to any specific provision contained herein, for which a grievance may be filed, the Company may exercise all of the rights, powers, authority, and regular and customary functions of Management, and without limiting the generality of the foregoing, these rights shall include the right to introduce technical improvements and methods of operation, and changes in the methods of operation, the extension, limitation, curtailment, or cessation of operations and the right to engage, layoff, promote, demote, transfer, reprimand, suspend, or discharge for just cause.

6. (a) Neither the Company nor the Union shall discriminate against any employee in employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap. All of the foregoing prohibited grounds of discrimination shall be deemed as in the Human Rights Code (Ontario) and the prohibition from discrimination on such prohibited grounds shall be subject to any qualifications or exceptions as provided in the Human Rights Code (Ontario).

(b) Neither the Company nor the Union shall discriminate against any employee by reason of political beliefs or of membership or non-membership or activity or lack of activity in the Union.

7. There shall be no soliciting of membership or Union dues, fines or assessments on Company time. There shall be no other Union activities on Company time or on Company property except as provided for in this Agreement.

8. The Union and the Company will work co-operatively to eliminate waste and inefficiency; to undertake continuous improvement activities; to improve workmanship; to prevent accidents and promote safe performance of work and to promote goodwill between the Company and its employees.

9. The Company agrees to make available to each employee, a copy of the Collective Agreement. In addition, the Company will furnish to any employee who so requests, a copy of the Ontario Occupational Health and Safety Act, 1998. The Company shall immediately following the effective date of this Agreement post a notice in the Plant advising all employees of their right to request that the Company furnish them with a copy of the Occupational Health and Safety Act (Ontario).

10. The premiums and/or allowances provided for in this Agreement shall not be subject to any further increases such as over-time or other provisions.

#### ARTICLE 4 *Seniority and Layoffs*

1. In matters relating to promotion, demotion, transfer, lay-off and recall from layoff, where skill, knowledge, ability and physical fitness are relatively equal, the length of continuous service shall govern. In recognition of the responsibility of Management for the operation of the Plant, it is understood and agreed that in all cases referred to above Management shall have the right to pass over any employee if it is reasonable to assume that the employee will be unable to perform the work of the classification in question within a reasonable trial period not to exceed five (5) working days.

1. (a) The parties agree that the leadhand position will be a posted job. The selection for the posting shall be based on; skill, knowledge, ability, physical fitness, experience and departmental seniority. When these factors are relatively equal the length of continuous service shall govern. The individual selected will have his/her performance reviewed after 45 and 90 days. If their performance is found inadequate he/she shall be removed from the leadhand position and the position will be reposted if necessary.

2. An employee will be classified as a probationary employee until he has actually worked four hundred and eighty (480) paid hours within a ninety (90) calendar day period. Probationary employees may be disciplined or discharged on the basis of being unsuitable as determined by the Company in its sole discretion. Upon request by the Union, the Company will explain the reasons for discipline or discharge of a probationary employee.

3. Seniority and employment shall cease when an employee:

(a) Resigns, quits or retires;

(b) ~~Is~~ absent without authorization for a period of five (5) working days, his employment shall automatically be terminated on the (5th) fifth day. His absence will be considered ~~as a~~ voluntary separation or a "quit without notice. The provisions of this section need not apply if the employee provides the Company, as soon ~~as~~ possible, with reasonable grounds, including supporting evidence, for both the absence and his failure to personally notify the Company and to seek leave for the absence;

(c) Has been on layoff and not recalled for twenty-four (24) months;

(d) Fails to return to work or give satisfactory explanation therefore within five (5) working days after a recall from layoff has been issued to his last known address on record with the Company;

(e) Fails to return to work following the expiration of an authorized leave of absence, unless he/she provides the Company ~~as~~ soon ~~as~~ possible, with reasonable grounds including supporting evidence, for both the failure ~~to~~ return to work and to personally notify the Company and seek an extension of the authorized leave of absence;

(f) Is discharged for just cause and is not re-instated in accordance with provisions of this Agreement;

(g) Reaches retirement age of 65. On the first day of the month after reaching retirement age, every employee will automatically cease to be employed, but the Company may re-employ an individual over retirement age on a temporary basis.

4. Persons laid off shall be considered as employees solely for the purpose of eligibility for recall ~~as~~ provided for in Section 3(c) and (d) above.

5. Subject to the provisions of Section I above, whenever a decrease in the working force becomes necessary, the reduction shall take place in the following manner:

(a) Employees who have not yet acquired seniority and summer students will be first subject to layoff.

(b) ~~An~~ employee who has acquired seniority shall exercise his displacement privileges in the following order:

I. Displace the most junior employee in his or a lower job classification.

II. Displace a more junior employee in any other department on the highest base hourly rated job he had previously held for a period of thirty (30) consecutive calendar days or more, as recorded in the employee's service record, provided there have been no significant changes in job content since the previous assignment, and provided that the employee has four (4) or more years of continuous service.

111. Displace the most junior employee on the Plant-wide seniority list (as supplied to the Union under Section 7 of this Article) whose job he is qualified to perform.

6. (a) All permanent vacancies, newly created jobs, and jobs of more than thirty (30) calendar days duration shall be posted for six (6) working days. Employees wishing to make application for these jobs must apply to the Personnel Office within the posting period. A copy of all job postings shall be made available to the Union President. The first permanent vacancy created as a consequence of filling another vacancy shall be posted as provided above but any subsequent vacancies so created may be filled without posting. An employee who is selected to fill a vacancy need not be considered and may not bid on a posting for another vacancy for a period of one hundred and eighty (180) calendar days following his assignment. In the event an employee is absent by reason of vacation, sickness or approved leave of absence, the Local Union President or Unit Chair, Recording Secretary or Chief Steward may sign the job posting on behalf of the absent employee.

(b) A transfer of less than thirty (30) days or in excess of thirty (30) days to cover off for extended leave of absence will be defined as temporary and skills or job knowledge acquired through a temporary transfer cannot be used as criteria on job postings or layoffs. All temporary transfers of 10 days or more must be submitted in writing to the union.

7. Two copies of the seniority list will be made available to the Union every three months and at other times, with reasonable notice, to meet specific Union needs. One copy may be posted on a Union Bulletin Board.

8. In all cases of layoff from the Plant, except for temporary layoffs as provided for under Section 10 of this Article and layoffs necessitated by emergency or other conditions over which the Company has no control, the Company agrees to give five (5) working days' notice. The five (5) days' notice shall include the day on which notice is given and the day on which the layoff takes place.



9. Skilled trades employees in the Toolroom and Maintenance Department excluding Apprentices and Tradesman's Helper, who are subject to layoff from their jobs in these departments may, subject to Section 5, above:

(a) Exercise their displacement privileges to displace an incumbent within their respective department. Should, however, a trades employee decline to exercise his displacement privileges within his department he shall be laid off from the Plant and his right to recall shall be limited to the job he held at the time of layoff.

(b) Exercise their Plant-wide displacement privileges. Should the seniority of an employee be such that (a) above cannot apply and should such employee decline to exercise his Plant-wide displacement privileges, he will be laid off from the Plant and his right to recall shall be limited to the department from which he was laid off.

10. The displacement privileges of this Agreement will not apply in the case of temporary layoffs up to a maximum of three (3) working days. The provisions of this Section will not be applied to any individual employee for more than seven (7) working days in any one calendar year. The Company shall notify the Union President of any temporary layoff referred to above at the time off or as soon as possible following the temporary layoff.

11. The Company will advise the Union of the name of each employee to be transferred in lieu of layoff, not later than the working day before the transfer is to become effective.

12. Foremen returning to bargaining unit. Upon appointment to the position of Foreman seniority will accrue for up to three months. Following that no further accrual will take place and seniority will be frozen at that point.

#### ARTICLE 5 *Hours of Work*

1. The standard work week is forty (40) hours within the hours of midnight Sunday/ Monday and midnight Friday/Saturday, except for operations which by their nature require continuous seven day work (such as, for example, stationary engineering).

2. The standard work day is eight and one-half (8 1/2) hours including an unpaid meal break of one-half (1/2) hour at about the middle of the working shift. However for three (3) shift daily operations of eight (8) hours each, there will be a paid meal break of 0.35 hours (21 minutes).

3. The Company may assign employees in any department to the Extended Operations Work Schedule, if and when required, as described in Appendix III to this Agreement provided that the Company shall give the employees in the affected department at least two (2) weeks notice of any such assignment and any termination of such assignment. Upon such assignment an employee shall be subject to the terms and conditions of Appendix III and where the terms and conditions of Appendix III and the balance of the provisions of this Agreement are in conflict, the terms and conditions of Appendix III shall apply to the employee during the terms of such assignment.

4. In case of emergency when employees are required to work through their regular meal interval, they shall be given their meal interval after the emergency has passed. In the case of three shift operations where employees are expected to work straight through the shift, relief operators will be provided where necessary.

5. Hours of work may be advanced or retarded at the discretion of the Company for any particular Department or set of operations. The Company is willing to discuss with, and explain, to the Union Committee any such changes. The starting times for one, or two shift operations will normally be between 7:00 a.m. and 8:00 a.m., and 3:00 p.m. and 4:00 p.m., for Day and Afternoon Shifts respectively. However, in the case of three shift operations, the standard hours of work will be: 12 midnight to 8 a.m., 8 a.m. to 4 p.m., 4 p.m. to 12 midnight.

6. All hours worked on the Afternoon and/or Night shifts, including overtime hours which are an extension of these shifts, will qualify for payment of a shift premium. The premium shall be \$0.75/hr on the afternoon shift and \$0.90/hr on the night shift.

7. An employee who is required by the Company to change from his regular shift to a new shift shall be paid time and one-half his base hourly rate for all regularly scheduled hours worked throughout the first day of the new shift, except where the employee:

- (a) has been notified of such change at least twenty-four (24) hours before the starting time of the new shift;
- (b) voluntarily requests such shift changes;
- (c) is transferred at his own request or in lieu of layoff.

8. Upon reporting for work, an employee not previously notified of a cessation of work on his shift shall be guaranteed four (4) hours' work or four (4) hours' pay at his base hourly rate. However, an employee who has been absent from work must assume the responsibility for ascertaining from the Company if work is available before returning.

9. Any employee who has clocked "out" at the expiration of his/her shift and/or has left the Plant for the day and is called back to

the Plant by the Company will be entitled to receive the appropriate overtime pay for all hours worked, but in no case will he/she be paid less than four (4) hours pay at his/her base hourly rate.

Employees in the Maintenance Department may be required to carry a telephone pager on a rotating basis while off shift and away from the Plant.

10. Relief premium of \$0.25 per hour, shall be paid to employees working on the relief system as deemed necessary by the Company on all hours including overtime. Relief in this instance includes the start and finish of a shift.

## **ARTICLE 6 *Training Courses and Transfers***

1. Time spent away from the Plant on training courses, lectures or conferences, if given on Company time and the employee's attendance is required by the Company, will be paid for at the employee's base hourly rate and, if such time spent away from the Plant is four (4) consecutive hours or more, the Company shall pay the employee a meal allowance of \$10.00. When such training courses, lectures, or conferences, result in an extension of an employee's normal working day, he shall be paid for the excess time at a rate of time and one-half. Time spent on training courses, lectures, or conferences, at which the employee's attendance is optional, shall not be considered as time worked unless the Company so advises.

2. Should an employee, to meet the wishes of the Company, be temporarily taken from his regular job to undertake work carrying a lower hourly rate of pay than his base hourly rate, whilst work is still available for him in his regular job, he shall continue to be paid his base hourly rate for the duration of the temporary assignment.

3. Should an employee be temporarily moved to a job carrying a higher base hourly rate of pay than his regular job, he shall be paid at least the base hourly rate for the new job, provided the transfer is for a period equal to or exceeding one complete day or shift.

4. Should an employee, on the advice of the Company Medical Officer, because of a medical condition or injury, be offered lighter work than his regular job in lieu of layoff, the employee shall continue to be paid at his base hourly rate for the balance of the pay period during which the transfer takes place and for the following four (4) complete pay periods, after which the base hourly rate for the job to which he is transferred will apply. In such case, except when Workers' Compensation is involved, the employee may arrange for discussion - between a duly registered Specialist in the field involved and the Company Medical Officer. Should there fail to be agreement, a second

such Specialist shall be recognized as final medical advice on the matter by both the employee and the Company.

5. Should an employee be transferred to another department in lieu of layoff, he shall continue to be paid at his base hourly rate for the balance of the pay period and during the following four (4) pay periods, after which the base hourly rate for the job to which he is transferred will apply.

6. The Company shall forward an amount equivalent to 1/2 cent (effective February 24, 2004, one cent) per man hour worked to the Tower Automotive Employee Social Fund, addressed to the Unit Secretary. The payment shall be made annually on the 23rd February for the previous calendar year.

7. The Company and the Union shall establish a Training Committee. The Training Committee shall be comprised of one (1) bargaining unit employee appointed by the Union and one (1) member of management appointed by the Company, from each operating departments in the Plant. The Chairperson and Chief Steward and the Senior Manufacturing Leader may also participate in Training Committee activities. The functions of the Training Committee will be to promote plant and departmental training, help resolve training issues, publicize progress and changes with respect to training and generally work at improving employee skill levels as and when required through well planned and executed training programs throughout the Plant. The Committee shall address all aspects of worker training or retraining programs and may make recommendations to management on the implementation of such programs. The Training Committee shall meet monthly during regular working hours and employees shall not suffer loss of regular pay for time spent on Training Committee Meetings. In addition, the employee members of the Committee shall be allowed to meet for up to one (1) hour immediately prior to any scheduled Training Committee meetings without loss of regular pay for the purpose of preparing for the meeting.

## ARTICLE 7 *Job Classifications and Wages*

1. The hourly wage rates, job classifications and departments are described in Appendix II A together with the provisions for lead hand premiums, apprentice and probationary rates.

## ARTICLE 8 *Overtime*

1. **All** overtime hours worked before or after the regular daily working hours and for all hours worked on Saturday, where Saturday is not a regularly scheduled working day, shall be paid for at the premium **rate** of time and one-half (1 1/2). **All** hours worked on Sunday, where Sunday is not a regularly scheduled working day, shall be paid for at the premium rate of double time (2T).

2. If an employee in one day accumulates more hours than his regular daily hours due to a change of shifts, to meet the wishes of the Company, the additional hours accumulated will be considered as overtime.

3. A meal break subsidy of \$9.00 will be given to an employee working two (2) hours or more beyond the starting or stopping time of his regular shift.

4. **All** overtime work shall be voluntary except that if the Company is unable to secure qualified volunteers to perform overtime work, the Company shall assign qualified employees to such work and no employee may refuse such assignment unless he has a reason satisfactory to the Company, which reason may include the amount of overtime worked in the period immediately preceding the assignment. Notwithstanding the above, where advance notice of scheduled overtime has not been given at least the day before such overtime is required then such overtime will be performed on a voluntary basis.

5. Overtime work will be fairly distributed as far as it is reasonably practical under Plant operations among the qualified employees in the classification and department in which the need for overtime work arises.

6. The Company shall maintain a cumulative record of overtime hours worked and refused in each department in each calendar year and a copy of this record will be given to the Union President monthly.

## ARTICLE 9 *Paid Holidays*

1. The following days shall be recognized as Paid Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, **Boxing** Day and one Floater.

2. The dates of observance for the Christmas shutdown shall be:

<b>PAID HOLIDAY</b>	<b>DATE OF OBSERVANCE</b>
2004	
Christmas Eve	Friday, 24 December 2004
Christmas Day	Monday, 27 December 2004
Boxing Day	Tuesday, 28 December 2004
Floater	Wednesday, 29 December 2004
Floater	Thursday, 30 December 2004
New Year's Day	Friday, 31 December 2004

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Christmas Eve	Monday, 26 December 2005
Christmas Day	Tuesday, 27 December 2005
Boxing Day	Wednesday, 28 December 2005
Floater	Thursday, 29 December 2005
New Year's Day	Friday, 30 December 2005

2006

Christmas Day	Monday, 25 December 2006
Boxing Day	Tuesday, 26 December 2006
Christmas Eve	Wednesday, 27 December 2006
Floater	Thursday, 28 December 2006
Floater	Friday, 29 December 2006
New Year's Day	Monday, 01 January 2007

During Christmas each year of the contract the Company may require employees to take scheduled vacation to permit a continuous Christmas shutdown.

3. The intent of the Company is to protect employees against loss of straight time pay on the above-named paid holidays. The Company will therefore agree to pay the employee for each of these paid holidays an amount equal to his/her standard daily hours for the working day immediately preceding times his base hourly rate, regardless of whether or not the holiday is observed on a normal working day, subject to the following:

The employee must have completed over thirty (30) calendar days of continuous service and work his regularly scheduled working hours immediately preceding the holiday(s) and his regular scheduled working hours immediately following the holiday(s), unless he/she has obtained a special waiver of this requirement from the Company, in order to qualify for holiday pay. However, to provide for unusual circumstances on any one, and only one of the above-named Paid Holidays, in any one (1) calendar year, an employee absent without special permission on either his regularly scheduled working day immediately preceding the holiday or his/her regularly scheduled working day immediately following the holiday, but not both, will qualify for holiday pay.

4. In the event that any of the above-named paid holidays falls on a Saturday and/or a Sunday, the scheduled working day(s) immediately preceding or immediately following the holiday(s), at the discretion of the Company will be observed as the holiday(s). The Company agrees to give consideration to the Union's view in this regard.

5. An employee on annual paid vacation when one of the above-named paid holidays occurs will receive the equivalent time off with pay amounting to the standard daily hours of his department at that time multiplied by his base hourly rate in lieu thereof, and at a time mutually satisfactory to the employee and his foreman.

6. When an employee works on any of the above-named paid holidays, he shall be paid for the work performed during the period involved at double time and in addition, he shall receive pay for the holiday at his base hourly rate times his standard working hours for the holiday.

#### ARTICLE 10 *Vacations*

1. All vacations granted must be taken at a time satisfactory to the Company and will be arranged where possible in accordance with the expressed preference of the employee.

2. Vacations must be taken during the calendar year in which they become due and cannot be post-poned except with the written consent of the Company.

3. In the event of termination of employment through no fault of the employee, but before vacation has been taken, the employee shall be paid a termination allowance at least equal to the vacation pay that would have been received had such vacation been taken.

4. In cases of dismissal, resignation or quitting without notice, the Company retains the right to withhold total vacation

allowance or any other unallotted portion thereof, except as provided in the Employment Standards Act (Ontario).

5. Any required notices of termination and period for which vacation or termination allowance is granted shall run concurrently.

6. Vacation time allowed (See Item 7 for Vacation Pay) - employees who have completed the required continuous service prior to the 1 July of the current year will be entitled to:

(a) Less than one year - a proportion of two weeks' vacation relative to the months of continuous service.

- (b) 2 weeks vacation after 1 year
- 3 weeks vacation after 5 years
- 4 weeks vacation after 10 years
- 5 weeks vacation after 20 years
- 6 weeks vacation after 25 years

7. Vacation Pay shall be based on:

(a) The number of hours that an employee works between 1 July of the preceding year and 30 June of the current year. This period shall be called a "Vacation Hours Year".

(b) The Total earnings of an employee from the pay period nearest 1 July of the preceding year to the pay period nearest 1 July of the current year. This period shall be called a "Vacation Earnings Year". Total Earnings for the purpose of calculating vacation pay shall include vacation pay received in the Vacation Earnings Year.

(c) An employee's base hourly rate at the end of the "Vacation Earnings Year".

8. Vacation pay shall be paid to an employee upon request no later than 1 July of the current year.

However, when an employee takes his vacation prior to 1 July of the current year, he shall be paid vacation pay reflecting only the hours he has already worked in the "Vacation Hours Year". Any balance shall be paid on the 2nd payday in July. The amount of Vacation Pay shall be determined as follows:

(a) An hourly-paid employee who works 1200 hours or more during the "Vacation Hours Year" shall be paid the greater of-

1. His/her base hourly rate at the end of the "Vacation Earnings Year", multiplied by his normal weekly hours for the vacation period to which he is entitled or

2. 4%, 6%, 8%, 10% or 12% of his earnings in the "Vacation Earnings Year" according to his being entitled to one or less, two, three, four, five or six weeks' vacation.



(b) An hourly-paid employee who works less than 1200 hours during the "Vacation Hours Year" shall be paid vacation pay as follows based on his vacation entitlement:

<i>Vacation Entitlement</i>	<i>Vacation Pay</i>
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

(c) Should a continuing hourly-paid employee fail to work the aforementioned 1200 hours as a result of an illness or injury exceeding one month's duration he shall be paid the greater of the amount specified in 8(b) above or the percentage of his base hourly rate multiplied by his/her normal working hours for the length of vacation to which he is entitled, according to the schedule set forth in Table I below:

HOURS WORKED	Table I: % OF VACATION PAY
1200 or more	100%
1000 to 1199	90
800 to 999	80
600 to 799	70
400 to 599	60
399 or less	50

Should a continuing hourly-paid employee fail to work the aforementioned 1200 hours as a result of an illness or injury exceeding one month's duration for two (2) or more consecutive years then in the second and subsequent of such years during which he/she works no hours he/she shall receive no vacation pay.

#### ARTICLE 11 Union *Committee*

1. The Union may elect and the Company shall recognize a committee of not more than five employees of the Company, the functions of which shall be:

(a) To provide a recognized and direct channel of communications between the Union and the Company on matters directly affecting their joint or several interests.

(b) The examination of grievances, either individual or general, that may be brought to the notice of the committee in accordance with the grievance procedure outlined in Article 13.

(c) The consideration of any matters referred to it by the Company.

2. The Company is willing to discuss with and explain to accredited representatives of the Union any developments affecting wages, hours and working conditions of the employees covered by this Agreement, which are brought about by the introduction of new techniques, or methods of production.

3. The Union shall furnish the Company with a list of the names of the committee members, and shall notify the Company in writing of any change in the said list forthwith upon such change having been made.

4. The Committee will meet with the Senior Manufacturing Leader or his/her nominees at intervals of approximately one month.

5. It is agreed by the Company that committee members shall be free to discharge their duties in an independent manner without fear that their individual relations with the Company may be affected in any way by any action taken by them in good faith while acting in a representative capacity.

6. The Company agrees that during the period of negotiations for a renewed collective agreement members of the Union Negotiating Committee will not be required to work on other than the Day Shift.

The Company will recognize a negotiating committee of up to four (4) representatives for contract negotiating purposes. The wages of these four (4) members shall suffer no deduction from regular straight time wages for the time spent in direct negotiations with the Company up to but not during or subsequent to the first meeting with a conciliation officer which was requested by the Union or jointly by the Company and the Union.

7. The Company agrees that the Local Union President and Unit Chairperson will be assigned to the Day Shift, if the Union so requests, provided that such assignment can be made consistent with the regular functioning of the Department concerned.

8. The Company shall continue to provide the existing or alternate office space of a comparable nature to the Union in the Plant.

9. During the Company's orientation of new employees the Union President shall be allowed up to thirty (30) minutes to meet with the new employees in a group to address the role of the Union and the Collective Agreement

ARTICLE 12 *Bulletin Boards*

1. The Union shall be permitted the use of special bulletin boards as provided by the Company for the posting of notices concerning meetings of the Union, and other notices provided all notices have been approved by the Senior Manufacturing Leader.

ARTICLE 13 *Grievance Procedure*

Any employee or former employee having cause for complaint may present his case for investigation and consideration within ten (10) days of the occurrence by following the procedure outlined below:

1. The employee shall, in the first instance, take **up** the matter directly with his foreman. If for any reason, an employee is not willing to go *to* his foreman directly and feels that he would like representation to settle any complaint, the employee may request the Union Representative for his department to **go** with him to the foreman.

2. Failing satisfactory solution within forty-eight (48) hours, the case shall be submitted to the general foreman, or department or division supervisor of the department, within the next forty-eight (48) hours, at which time the case shall be reduced to writing.

3. Failing satisfactory solution within seventy-two (72) hours of the date of the appeal, the case in writing, shall be presented within the next forty-eight (48) hours, directly or through the Union Committee, to the Senior Manufacturing Leader who shall render his decision, in writing, within seven (7) days of the submission of the case.

4. At grievance hearings under Section 3 above, at the request of either party, Union's Staff Representative may be present.

5. In cases involving alleged violation or a dispute over the application or interpretation of this Agreement which have not been settled satisfactorily by means of the above steps, either the Union or the Company may within seven (7) days after the day upon which the Senior Manufacturing Leader has rendered his/her decision, give notice to the other party of its desire to refer the matter to a sole arbitrator. Such notice shall include the names of three (3) persons proposed to act as **sole** arbitrator. The other party shall reply to such notice within five (**5**) days. If the parties are unable to agree on the appointment of a sole arbitrator within a further five (*5*) days after this reply, either party may apply to the Minister of Labour for the Province of Ontario for the appointment **of** a sole arbitrator.

The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority to alter, modify or amend any part of this Agreement, nor make any decisions inconsistent with its provisions, or to deal with any matter not covered by this Agreement.

The Union and the Company shall share equally the fee and expenses of the sole arbitrator.

6. The Union Committee will have the right to submit a grievance directly under Section 3 above where the grievance involves a majority of the employees in the Plant. Where a grievance involves a majority of the employees in a department, a group grievance may be submitted under Section 1 above.

7. Any grievances originating with the Company shall, in the first instance, be taken up by the Senior Manufacturing Leader or his/her nominee with the Union Committee, or alternatively with the President of Union Local 13571-34, or alternatively with the Staff Representative of the said Union.

8. Failing satisfactory settlement of a grievance originating by the Company within seven (7) days from the date on which the grievance is made, the matter shall be reduced in writing, and in cases involving an alleged violation or a dispute over the interpretation or application of this Agreement, it may be submitted to a sole arbitrator to be selected as provided in Section 5 above.

9. All time intervals mentioned in this Article are exclusive of Saturdays, Sundays and holidays.

#### ARTICLE 14 *Discipline and Discharge*

1. Should a written warning be placed in an employee's file, one copy of such written warning shall be given to the employee and one copy made available to the Union President. Each written warning is to include a notation of all written warnings issued during the previous Twelve (12) months. All such warnings shall remain in force for a period of Twelve (12) months.

2. Where the Company requires an employee to attend a meeting at which the employee is to be formally disciplined the employee may, if he/she requests, have a Union Representative in attendance with him/her at the meeting provided a Union Representative is available in the Plant. The foregoing shall not, however, prevent the Company from immediately suspending or discharging an employee provided that an employee who is suspended for more than five (5) days or is discharged will be permitted to consult with an available Union Committee member prior to leaving the Company premises.

3. An employee who feels himself wrongly discharged, may have his grievance considered in accordance with the procedure outlined in this Article, by presenting his grievance in writing, either personally or through the Union, to the Senior Manufacturing Leader providing he does so within five (5) days of his discharge. A meeting of the employee, his Union representatives and the Senior Manufacturing Leader (or his designate) will be held within three (3) days of grievance presentation. The Senior Manufacturing Leader will render his decision in writing, within three (3) days of the hearing of the case. The Union may, within seven (7) days after the Senior Manufacturing Leader or his designate has rendered his or her decision, give notice to the Company of its desire to refer the matter to arbitration.

4. In cases of a discharge, the sole arbitrator may either confirm the Company's decision in discharging the employee or may reinstate the employee with full, partial, or no compensation, where it is clearly established that the action taken by the Company bears no reasonable relationship to the cause for the discharge.

5. The Company agrees that it will notify an employee of any disciplinary action within 5 days after the time it becomes aware or ought to have become aware of the circumstances giving rise to the discipline. The Company further agrees that it will take disciplinary action within 10 working days after notification or the earliest date the employee becomes available.

#### ARTICLE 15 *Checkoff*

1. The Company shall deduct from Union Dues including, where applicable, initiation fees and assessments, on a weekly basis, from wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

2. All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO=CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form will also be sent to the Union office designated by the Area Coordinator.

3. The remittance and the R-115 form shall be accompanied by a statement containing the following information;

(a) A list of names of all employees from whom dues were

deducted and the amount of dues deducted;

- (b) A list of names of all employees from whom no deductions were made and reasons;
- (c) This information shall be sent to the Union addresses identified in (2) above in such form as shall be directed by the Union to the Company.

4. The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

5. The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

#### ARTICLE 16 *Medical and Hospital Benefits*

1. The Company will pay the full monthly premiums for all eligible employees, for the Supplemental Health Insurance Programme (SHIP). The Company will arrange to have the insurer provide employees with a drug card for existing prescription drug coverage under SHIP with a \$8.00 maximum payment for dispensing fees, and elimination of existing deductibles of \$10.00 per individual and \$20.00 per family.

2. The Company will pay the full monthly premiums for all eligible employees for the Dental Plan with payment based on the current Ontario Dental Association Fee Schedule.

3. Employees will become eligible for benefits under SHIP and the Dental Plan, when the latter becomes effective, on the first (1st) day of the third (3rd) month following their date of employment and thereafter while actively at work. In the case of employees not actively at work due to sickness or injury, the Company will continue the payment of such premiums for a period not to exceed twelve (12) months from the commencement of the absence.

#### ARTICLE 17 *Sickness and Accident Benefit Plan*

1. The provisions of the Sickness and Accident Benefit Plan will continue in full effect subject to the amendment that the Plan shall provide for a 1-1-3-52 format and 66 2/3% or earnings as defined in the Plan. The union agrees on behalf of its members that in consideration of improved benefits herein the Company shall be allowed to retain any employee portion of the premium rate reduction. The Union acknowledges the right of the Company or the benefit plan insurers to require employees to submit notes or reports from medical doctors for legitimate purposes including certifying that an employee is legitimately absent and unable to work for medical reasons and/or is fit to return

to work after an absence. Any such doctor's note or report required by the Company or its benefit plan insurers may be subject to a reasonable fee charged by the doctor for the issuance of the note or report. The Company will pay such fee for such note or report required by the Company or the benefit plan insurer up to a maximum of \$30.00 per note or report provided that the note or report received is complete and signed by the medical doctor and the Company is directly billed by the doctor for the fee. The Company will continue to pay the full doctor's fee for any note or report obtained from a Company doctor to whom an employee is referred by the Company for an assessment.

#### **ARTICLE 18 *July Duty and Witness Pay***

1. The intent of this Article is to protect an employee against loss of straight time pay when he is required to appear for, or perform Jury Duty, or he is subpoenaed to serve as a witness in a court of law, in a case to which he is not a party. The Company is therefore willing to pay the employee the difference between what he would have earned at his base hourly rate and his pay from the Court for Jury Duty or witness service.

2. The employee shall give the Company as much prior notice of having been summoned or subpoenaed as is possible and shall furnish evidence satisfactory to the Company that Jury Duty or witness service was performed on the days for which payment is claimed.

#### **ARTICLE 19 *Bereavement Pay***

1. (a) In the case of death in the immediate family of a regular employee, and providing the employee attends the funeral, the Company will pay the employee for time lost from work up to a maximum of three (3) scheduled working days(except, in the case of the death of the wife, husband or child, four (4) scheduled working days) falling within three (3) calendar days(except in the case of death of the wife, husband or child, four (4)calendar days) from the date of death. The term "immediate family" shall mean parent, wife, husband, children, brothers, sisters, mother-in-law and father-in-law. When attendance at the aforementioned funeral requires an employee to travel beyond three hundred (300) kilometres from his/her home address to the funeral location he/she will be granted one (1) additional day off with pay.

(b) In the case of death in the "immediate family" where a Memorial Service is held, the Company will pay the employee for one (1) day's lost time from work, providing that he attends the Service and it is held within ten (10) days of the date of death.

(c) In addition the Company will grant one (1) day's paid leave to a regular employee to attend the funeral of a brother-in-law, sister-in-law, grandparent, grandparent of spouse, and grandchild.

(d) Payment in each instance will be based on the employee's current base hourly rate multiplied by his regular daily hours.

## ARTICLE: 20 *Health and Safety*

1. A Health and Safety Committee of six (6) members will be established, three (3) members to be appointed by the Union and three members by the Company. The function of this Committee will be to promote Health and Safety in the Plant and safe work habits among the employees, the investigation of serious accidents and incidents, and to make recommendations to the Company on matters relating to Health and Safety.

2. The Committee will meet once a month at a time convenient to the Company to discuss:

(a) measures for accident prevention and improving health conditions at the Plant;

(b) changes or additions to protective equipment or devices to achieve the elimination of hazards;

(c) methods to encourage employees to use established procedures for matters of health and safety;

(d) methods to promote and advertise health and safety; and

(e) and to participate with management in departmental safety inspections.

(f) whether the transferred employees have received adequate safety training /instructions before operating equipment.

(g) the safety orientation procedure to ensure probationary employees, students and any seniority employees who were absent (for any reasonable length of time) have received adequate safety training by the joint health and safety committee before being assigned to their workplace.

Minutes of meetings will be recorded and distributed to members of the Committee.

The employee members of the Committee shall be paid for up to two (2) hours lost time (at straight time) for each employee member of the Committee for time spent in the preparatory meeting, once per month, provided such employee(s) attend the preparatory meeting.

3. The Union will supply the Company with a list of the names of its three (3) regular Members and three (3) alternates.



4. Should an employee suffer a compensable injury and be unable to complete the balance of his shift, he shall be paid for all work performed up to the time of his departure and shall be paid for any lost time and earnings at his base hourly rate plus applicable premiums for the balance of his shift.

5. In the event that, through reasons of health, due to sickness or accident, an employee is unable to perform his regular job, the Company will endeavour to arrange for an assignment, consistent with the provisions of this Agreement to a job which he is capable of performing.

6. Notwithstanding, the foregoing, this Article will be subject to the rules and regulations of the Occupational Health and Safety Act Ontario.

7. The certified worker representative on the Joint Health and Safety Committee shall be the authorized worker representative to participate in safety inspections of the workplace, where a Ministry of Labour or IAPA occupational health and safety inspector attends the workplace for the purpose of an inspection. Such worker representative shall be entitled to accompany such Inspector on the inspection of the workplace without loss of pay provided such worker representative is at work at the time of such inspection. Where such worker representative is not at work, if another worker representative on the Committee is at work during an inspection he shall accompany the Inspector. The Union and the Company shall share with each other copies of any reports sent by such Inspector pertaining to such workplace inspections.

8. The Company shall supply the Union Health and Safety Chairperson with a copy of each "Form 7" which is submitted to the W.S.I.B. with respect to any bargaining unit employee.

9. (a) An employee may refuse to work or do particular work where he has reason to believe that:

1. Any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee;

2. The physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself, or

3. Any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works is to work is likely to endanger himself or another employee.

(b) If as set in Article 20.09(a), an employee refuses to work or do particular work he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the

report in the presence of the worker and a Company and Union representative of the Occupational Safety and Health Committee.

Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.

The employee shall be found alternative work until such time the job has been made safe or determined to be safe to work on.

#### ARTICLE 21 *Leave of Absence*

1. An employee may apply in writing to his foreman or in the absence of his foreman to the Department Supervisor for a leave of absence without pay and without loss of continuous service. Such leave of absence may be granted, in writing, at the discretion of the Company.

2. Any extensions to such leave of absence must be applied for, in writing, reasonably in advance of the expiration date, unless failure to do so is for a reason acceptable to the Company. Such extension may be granted, in writing, at the discretion of the Company.

3. The Company may grant requests from the Union for leaves of absence for duly elected or appointed delegates to attend Union Conventions or Conferences and for Officers of the Union and duly elected Committee Members to conduct Union business.

4. The Company shall grant employees pregnancy leave and parental leave in accordance with the provisions of the Employments Standards Act (Ontario).

#### ARTICLE 22 *Humanity Fund*

The company shall deduct on a weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "HUMANITY FUND" and to forward such payment to United Steelworkers of America, National Office 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the HUMANITY FUND at the aforementioned address and the local union that such payment has been made, the

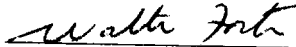
amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The foregoing deduction from the wages of any employee shall, however be subject to the employee first providing the Company with a written authorization for such deduction specifying the amount to be deducted (i.e. one cent (\$0.01) or more per hour) and that such amount is to be paid to the Humanity Fund. Participation by any employee in the bargaining unit in this program of deduction is voluntary and may be discontinued by any employee in the bargaining unit thirty (30) days after receipt by the Company of that employee's written withdrawal of the authorization referred to above.

ARTICLE 23      ***Duration of Agreement***

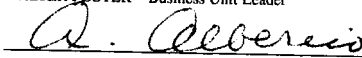
1. Subject to any provision of law or any regulation having the force of law, this Agreement shall become effective February 24, 2004 and shall remain in effect until February 23, 2007 and shall thereafter continue for a period of one year unless either party gives notice, in writing, to the other party within ninety (90) days prior to its expiration date that it desires revisions, modifications, or termination of this Agreement at its expiration date.

IN WITNESS WHEREOF the parties hereto have affixed their signature hereunder on the 10th day of February, 2004, in the City of Toronto, County of York, Province of Ontario.

ON BEHALF OF THE COMPANY



WALTER FOSTER – Business Unit Leader

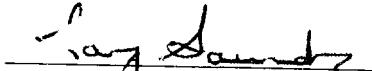


ANNA ALBERICO – Colleague Growth & Development Leader

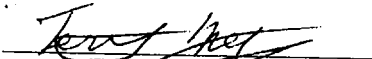


RAYMOND THOMAS

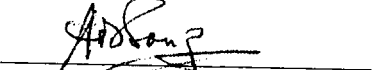
ON BEHALF OF THE UNION



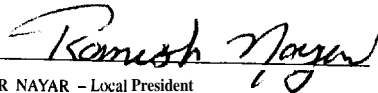
L. SAUNDERS - Unit Chairperson



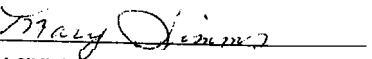
T. NEIL - Committeeman



A. DESOUSA - Committeeman



R. NAYAR – Local President



M. SIMMS - Staff Representative

**APPENDIX I**  
**AUTHORIZATION FOR DEDUCTION OF**  
**UNION DUES**

Serial No. \_\_\_\_\_

TAKE NOTICE THAT I, the undersigned

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SURNAME	FIRSTNAME	MIDDLENAME	CLOCK NO
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hereby request and authorize Tower Automotive to deduct the constitutional dues from my wages and to remit such dues to Local 13571-34, United Steelworkers of America. such deductions to commence with wages earned in the month of

\_\_\_\_\_ 20 \_\_\_\_\_

and to be made from my wages for the first pay period commencing within each month thereafter.

Provided, however, that this Authorization shall be null and void from and after the date upon which I become separated from the Company for any cause whatsoever.

Witness \_\_\_\_\_ Signed \_\_\_\_\_  
(Member of Company CG&D Department)

Dated at Toronto, Ontario \_\_\_\_\_ 20 \_\_\_\_\_

**APPENDIX II A**  
**TOWER AUTOMOTIVE**  
**PRODUCTION LABOUR GRADE SYSTEM**

LABOUR GRADE	EFFECTIVE 24 FEBRUARY 2004	EFFECTIVE 24 FEBRUARY 2005	EFFECTIVE 24 FEBRUARY 2006
1	\$19.87	\$20.32	\$20.83
2	\$19.90	\$20.35	\$20.86
3	\$20.05	\$20.50	\$21.01
4	\$20.15	\$20.60	\$21.12
5	\$20.20	\$20.65	\$21.17
6	\$20.34	\$20.80	\$21.32
7	\$20.42	\$20.88	\$21.40
8	\$20.48	\$20.94	\$21.46
9	\$20.58	\$21.04	\$21.57
10	\$20.66	\$21.12	\$21.65
11	\$20.75	\$21.22	\$21.75
12	\$20.87	\$21.34	\$21.87
13	\$20.94	\$21.41	\$21.95
14	\$21.03	\$21.50	\$22.04
15	\$21.10	\$21.57	\$22.11
16	\$21.20	\$21.68	\$22.22

Production Leadhand Rates:

	\$21.66	\$22.15	\$22.70
Student	\$15.00	\$15.00	\$15.00

## PRODUCTION JOB CLASSIFICATIONS

<b>CASTING</b>	L.G.	<b>QUALITY CONTROL</b>	L.G.
Operator Grade 1	12	Auditor Grade 1	8
Operator Grade 2	6	Auditor Grade 2	6
Operator Grade 3	5		
Operator	1	<b>SLUGS</b>	L.G.
		Toolsetter	12
<b>COIL FINISHING</b>	L.G.	Set-Up-Operator	6
Finishing Operator	12	Utility Operator	3
Mill Operator	7	Machine Operator	1
Utility Operator	3		
		<b>JOBGING</b>	L.G.
<b>ROLL BOND</b>		Metal Work. Gen. Grade 1	16
ROLLING/FINISHING	L.G.	Metal Wok. Gen. Grade 2	14
		Prod. Welder Grade 3	6
<b>ROLLING</b>			
Continuous Roll Bond Operator		<b>COPPER/ALUMINUM</b>	L.G.
Grade 1	12	Toolsetter	12
Continuous Roll Bond Operator		Set-Up-Operator	6
Grade 2	7	Utility Operator	3
Continuous Roll Bond Operator		Machine Operator	1
Grade 3	5		
Continuous Roll Bond Operator		<b>STORES &amp; SHIPPING</b>	L.G.
Grade 4	3	Storekeeper	3
Cut-To-Length Operator	3	Floorman	3
Continuous Roll Bond Helper	1	Packer	1
<b>FINISHING</b>	L.G.		
Coating Operator Grade 1	12		
Toolsetter Grade 1	12		
Toolsetter Grade 2	7		
Coating Operator Grade 2	6		
Inflation Set-Up Operator	6		
Evaporator Set-Up-Operator	5		
Brazing Operator	5		
Utility Operator	3		
Machine Operator	1		

## BASE HOURLY RATES

MAINTENANCE DEPARTMENT	Effective 24 February 2004	Effective 24 February 2005	Effective 24 February 2006
Electronic Electrician	\$25.63	\$26.21	\$26.87
Millwright/Mechanic	\$25.21	\$25.78	\$26.42
Gasfitter/Plumber	\$25.21	\$25.78	\$26.42
TOOLROOM			
Toolmaker Grade 1	\$25.63	\$26.21	\$26.87
Toolmaker Grade 2	\$23.45	\$23.98	\$24.58
Maintenance Planner	\$21.62	\$22.11	\$22.66
SERVICE			
Maintenance Utility	\$22.80	\$23.31	\$23.89
Janitor	\$19.87	\$20.32	\$20.83
MISCELLANEOUS RATE			
General Labour	\$19.87	\$20.32	\$20.83
LEADHAND RATES			
Electrician/Toolmaker	\$26.65	\$27.25	\$27.93
Millwright	\$26.23	\$26.82	\$27.49

\* Skilled Qualified trades Classification



## 1. APPRENTICES

Base hourly rates for Apprentices in the Maintenance and Toolroom Departments will be paid in accordance with the schedule established under any Ontario Government Contract of Apprenticeship.

## 2. PROBATIONARY RATE

Probationary employees assigned to production jobs, as distinct from Trades and Service jobs will be paid \$1.50 per hour below the published base hourly rate for the job to which they are assigned until the first full pay period following completion of their probationary period. From this date until the employee's first anniversary date he/she will be paid \$1.00 below the published base hourly rate for the job to which they are assigned until the first full pay period following completion of their anniversary date. The probationary language as written will expire on February 22, 2004.

# **APPENDIX II B**

## **MAINTENANCE DEPARTMENT SKILLED QUALIFIED TRADES CLASSIFICATION**

1. All employees in skilled trades hired or transferred after February 23, 1995 to work in either Maintenance or Toolroom Departments must establish necessary qualifications solely on the basis of being the holder of a Provincial, Inter-Provincial or recognized Journeyman qualification certificate.

**APPENDIX III  
TOWER AUTOMOTIVE  
EXTENDED OPERATIONS WORK SCHEDULE  
FOUR (4) WEEK CYCLE**

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1
Day of Week	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
4-12 Afternoon	- A A A A -			A	- A A A A -
8-4 Day		- A A A A -			
12-8 Midnight			- A A A A A -		
Days off	A A A	A A	A A	- A A A A -	A A

**SCHEDULE HIGHLIGHTS:**

1. One weekend worked in four.
  2. Average work week 36 hours for average 40 hour pay.
  3. One full 7 day week off in four.
- A Indicates 12 hour shift – Midnight to Noon or Noon to Midnight.

## Appendix III

### 1. HOURS OF WORK AND SHIFT ROTATION

Regular Daily Hours of Work shall be:

Monday through Friday Eight (8) hours in each of three shifts

Saturday Twelve (12) hours

Sunday Twelve (12) hours

Weekday Shift Rotation shall be:

12-8 Night (8 hours)

8-4 Day (8 hours)

4-12 Afternoon (8 hours)

Weekend Shift Rotation shall be:

Midnight to Noon (12 hours)

Noon to Midnight (12 hours)

### 2. MANNING

There will be four (4) crews designated as A, B, C, D, scheduled to work as detailed in the attached schedule.

### 3. MEAL BREAKS

There will be a paid Meal Break of 0.35 hours (21 minutes) during the course of each 8 hour shift. (See Article 5, Section 2 of the Collective Agreement). There will be two (2) paid Meal Breaks of 0.35 hours (21 minutes) during the course of each 12 hour shift.

### 4. PAID HOLIDAYS

(a) Employees assigned to the Extended Operations Schedule will observe any Paid Holidays on the days designated for such observance under Article 9 Section 1 and 2 of the Collective Agreement. All other provisions of Article 9 will also apply to such employees.

(b) It should be noted that the days of observance under the Collective Agreement are the days upon which employees may qualify for Paid Holiday pay - not the calendar date of the holidays themselves.

(c) The following provisions should be noted for employees assigned to the Extended Operations Schedule during the periods of the

2004, 2005 and 2006 Christmas Shutdown:

2004 - Saturday and Sunday, December 25 and 26

2005 - Saturday and Sunday, December 24 and 25

2006 - Saturday and Sunday, December 30 and 31

who do not work on these days and who otherwise qualify, will receive forty (40) hours Paid Holiday pay for the ensuing week.

## 5. ASSIGNMENT AND TRANSFERS

(a) An employee temporarily assigned to the subject Extended Operations Schedule will receive compensation under the provisions of the Collective Agreement.

(b) Employees assigned to this Schedule on a regular basis will receive compensation on the basis of this Schedule Document.

(c) Under no circumstances will any hours worked qualify for compensation both under the Collective Agreement and this Schedule Document.

## 6. SHIFT PREMIUMS

Regular Weekly (Monday to Friday) hours of work Shift premiums will be paid as per Article 5, Section 5 of the Collective Agreement.

Regular Weekly (Saturday/Sunday) hours of work

12 Midnight to 12 Noon 12 hours at the Night Shift Premium

12 Noon to 12 Midnight 12 hours at the Afternoon Shift

Premium

## 7. OVERTIME PREMIUMS

(a) A Premium of Time and One-Half (1 1/2) will be paid for all hours worked in excess of the Regularly Scheduled Hours of Work on Weekdays and Saturdays.

(b) A Premium of Double-Time (2T) will be paid for all hours worked in excess of the Regularly Scheduled Hours of Work on Sundays.

## 8. VACATION TIME AND VACATION PAY

(a) Vacation time allowed will be as provided for under Article 10, Section 6, of the Collective Agreement except that any Vacation Time taken on Scheduled Saturdays and/or Sundays will be calculated on the basis that the two (2) twelve hour shifts will be the equivalent of one (1) week vacation.

(b) Vacation pay for the purpose of Article 10, Section 7 shall be calculated on the basis of forty (40) hours pay for each one (1) week (or its equivalent as noted under (a) above, of Vacation Time.

## 9. BENEFITS

(a) In all instances where benefit programs such as the Sickness and Accident Benefit Plan are based upon weekly periods any calculation of benefits will be made upon a maximum of a forty (40) hour work week.

(b) However, in the case of employees assigned to the Extended Operations Schedule the following exceptions will apply for Weekly Indemnity purposes:

## WAITING PERIODS

Accident            1st Day  
Sickness      Benefits payable following Waiting Period of One full  
                         Twelve (12) hour shift missed.

BENEFITS      One-Half (1/2) the current weekly benefit for each  
                         Twelve (12) hour shift missed.

### 10. PAY PROVISIONS

- (a) All Regularly Scheduled hours of work on Mondays through Fridays will be paid for at Regular Straight-Time rates.
- (b) Employees working their full twelve (12) hour shift on Saturdays and/or Sundays will be paid for twenty-one (21) hours at their Regular Straight-Time rate of pay.
- (c) Employees who work less than their regularly scheduled Twelve (12) hour shifts on Saturdays and or Sundays will be paid for all hours worked at Time and Two-Thirds (2/3) their Regular Straight-Time rate of pay.

### 11. PYRAMIDING

There shall be no pyramiding of premiums even though two or more clauses or provisions may appear to be applicable. For example, over-time premiums will be calculated on an employee's base hourly wage rate, excluding any other premiums.

# LETTER OF UNDERSTANDING

ENTERED INTO this 10th day of February, 2004

between TOWER AUTOMOTIVE

hereinafter called the "Company"

and

UNITED STEELWORKERS OF AMERICA,  
ON BEHALF OF ITS LOCAL 13571-34

hereinafter called the "Union"

The purpose of this Letter of Understanding is to record the agreement reached between the Company and the Union in the following matters:

## 1. SAFETY FOOTWEAR

The Company agrees to pay a safety footwear allowance of \$115.00 (effective February 24, 2005, \$120.00 and effective February 24, 2006, \$125.00) to all employees on the payroll, towards the purchase of one pair of safety shoes. Each employee may select the vendor of his choice but must substantiate the purchase both with the receipt and the shoes.

## 2. SAFETY GLASSES

The Company agrees to purchase one pair of prescription industrial safety glasses, per 3 year period as supplied by a Company approved vendor. Options on glasses by prescription only. The Company agrees to purchase one additional pair of safety glasses in the three-year period between 24 February, 2004 and 23 February 2007 if the purchase was caused by a change in the prescription.

## 3. TECHNOLOGICAL CHANGE

The Company agrees that in the exercise of its rights under Article 3, Section 5, of the current collective agreement where the installation of new equipment directly and adversely affects the **job** status of employees in the bargaining unit the Company will:

**As** far in advance as possible before the installation of such equipment for production purposes, meet with the Union Committee and provide the Committee with general information concerning its intended use and the directly affected by such change.

The Company also agrees to attempt to alleviate any adverse effects if such change through training programs and other appropriate measures.

4. Employees who wish to upgrade their skills with a view of becoming qualified skilled tradesmen will be eligible to financial assistance under the terms of Tower Automotive notice on Continuing Education.

5. An employee whose seniority date is May 24, 1967 or earlier and who, as of February 23, 1989 is not working on a job in the Casting, Slugs, Rollbond Rolling or Rollbond Finishing Departments (except in the case of the Rollbond Finishing Department those who worked on a job in the Evaporator Department as of January 24, 1987) may, if assigned to the Extended Operations Work Schedule ("E.O.W.S.") (as provided by Article 5, Section 3 of this Agreement), after February 23, 1989, make a written request to the Personnel Office to be reassigned to another job not on the E.O.W.S. and provided such request is made within five (5) working days of the initial assignment, the Company shall reassign the employee to another job not on the E.O.W.S. and his current base rate will be maintained. The forgoing shall apply to any employee, regardless of years of service, who cannot work on a job on the E.O.W.S. because he is prohibited from doing so by his bona fide religious beliefs of a recognized religious faith practiced by him. An employee who through reasons of health due to sickness or accident, is unable to work on a job on the E.O.W.S. may take application for reassignment pursuant to Article 20, Section 5 of this Agreement.

6. Coveralls/Pants & Shirts - Employees of the Maintenance, Slug and Caster Departments will be provided with Coveralls/Pants and Shirts. In addition, employees in the following classifications will also be covered:

Finishing Operators  
Mill Operators  
Continuous Roll Bond Operators  
Coating Operators  
Janitors  
Toolsetters Grade 1  
Toolsetters Grade 2

During the life of this Agreement both parties agreed to jointly work together to explore ways of reducing costs in this area, including gloves.

#### 7. CONTRACTING OUT

The Company agrees to discuss with the Union Committee in their monthly meetings any concerns which the Union may have with respect to Company decisions to contract out bargaining unit work and, the Company will inform the Union President or Chairperson in advance of any significant, new contracting out of bargaining unit work in the Plant.

#### 8. PENSION PLAN

The Company agrees that the Pension Plan shall, to the extent it applies to members of the bargaining unit, form a part of the Collective Agreement. This shall not prohibit the Company from unilaterally changing or deleting any provisions of the Pension Plan with respect to non-bargaining unit employees provided that this does not alter the Pension Plan with respect to bargaining unit employees. In addition to the current 3% compulsory employee contribution, with 3% Company match, effective February 24, 2005, the employees will be permitted to make a further voluntary contribution of 1%, which the Company will complement with a ½% contribution.

#### 9. VISION CARE

The Company shall put in place a vision care plan covering prescription eyeglasses with coverage available of up to \$275.00 per family, per two years.

#### 10. SEVERANCE PAY

In the event of a permanent plant closure, employees with over 5 years of service will be entitled to one week of regular pay (without overtime) for each year of employment, up to a maximum of 34 weeks. Such sums will be inclusive of any E.S.A. entitlement.



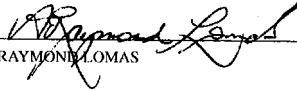
ON BEHALF OF THE COMPANY



WALTER FOSTER – Business Unit Leader



ANNA AI BERICO – Colleague Growth & Development Leader

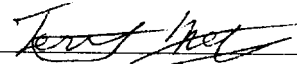


RAYMOND LOMAS

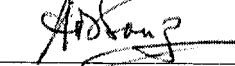
ON BEHALF OF THE UNION



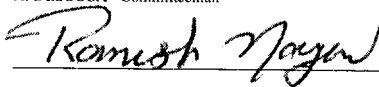
L. SAUNDERS – Unit Chairperson



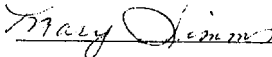
T. NEIL - Committeeman



A. DESOUSA - Committeeman



R. NAYAR – Local President



M. SIMMS - Staff Representative

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