
COLLECTIVE AGREEMENT

BETWEEN



hereinafter called the Company.

and

**THE NATIONAL AUTOMOBILE,
AEROSPACE TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA) AND ITS LOCAL 195**

hereinafter called the Union.

01699 (07)

dated the 30th day of September, 2001.

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL STAMPINGS LIMITED
hereinafter called the Company.

and

**THE NATIONAL AUTOMOBILE,
AEROSPACE TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA,
(CAW-CANADA) AND ITS LOCAL 195**
hereinafter called the Union.

SEPTEMBER 30, 2001.

Any dispute arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement **will** prevail over the printed words in this booklet.

01699(07)

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ARTICLE I - PURPOSE

- 1.01** It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- (a)** to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - (b)** to recognize mutually the respective rights and functions of the parties hereto;
 - (c)** to establish an orderly system **for** the promotion, demotion, transfer, layoff and recall of employees;
 - (d)** to establish a prompt, just and equitable procedure for the disposition of grievances;
 - (e)** and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Union, the Company, and the employees which will be conducive to their mutual well-being.

ARTICLE II - RECOGNITION

- 2.01** The Company recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02** This Agreement covers all employees of the Company in all its plants, in the bargaining unit as defined in the Certificate issued by the Ontario Labour Relations Board dated August 12th, 1977, that is all employees of Central

Stampings Limited at Windsor, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation period.

- 2.03** (a) The Union recognizes the right of the Company to hire, assign work, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- (b) The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations. In addition, the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely the responsibility of the Company saving as hereinafter provided. The Company shall also have the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (c) The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
- 2.04** The Company shall not sub-contract work normally performed by members of the bargaining unit if as the result of such sub-contracting

members of the bargaining unit are **laid** off or reduced in classification, or reduces the employee's regular work week as defined in Article 8.01. At the request of the Union the Company will meet with the Union to discuss the possibility of returning the work in-house provided the Company has the manpower capable of doing the work, the equipment required and it can be done cost effectively.

- 2.05** The Company agrees that foremen, supervisors and other employees who are excluded from the bargaining unit will not perform the normal work of members of the bargaining unit except:
- (a) In case of emergency, including sudden breakdowns which require emergency repair of machinery or equipment, and in case **of** the casual absence of an employee during that employee's shift;
 - (b) For the purpose of instructing or training of employees in the bargaining unit;
 - (c) When the Union is notified prior to work to be performed in the necessary repair of equipment and machinery and no one else qualified is willing to do the work, or for the purpose of checking workmanship, quality of product or operational problems of equipment. An employee normally engaged in the work being performed shall be working with the foreman or supervisor.

Management personnel shall not do any work if it means that existing employees will be laid off, or if it means a reduction in their working hours including overtime.

2.06 The Union agrees that Local 195, National Automobile, Aerospace Transportation and General Workers Union of Canada and (C.A.W.-CANADA) (hereinafter referred to as the "Local) is a branch thereof, chartered by and in good standing with it and acknowledges its responsibility to the Company for acts of the Local, its officers, agents and representatives, pertaining to this Agreement or breach thereof as fully as though such acts were its own acts. The Union represents that the membership of said Local has fully ratified this Agreement and authorized its execution by the Union.

ARTICLE III - UNION REPRESENTATION

3.00 The Company and the Union agree that there will be no discrimination against any employee because of race, sex, religion, national origin, sexual orientation, or because of membership or position in the union.

3.01 The Union may appoint and the Company shall recognize a plant committee, one of whom will be the Plant Chairman. The Plant Committee shall be composed of three (3) committeemen on the day shift, one of whom shall be the Plant Chairman, another shall be the Vice-chairman, and the last shall be the Recording Secretary. The Committee shall also consist of one committeeman on the afternoon shift and one committeeman on the midnight shift, such committeeman to function and be recognized by the Company during the time that such shifts are operating. There will be two committeemen when the afternoon shift or midnight shift individually have more than

fifty (50) bargaining unit members working per shift.

In the event there are two (2) committeemen on afternoons and midnights, the Union may appoint two (2) alternate committeeman for shift balance rotation purposes who will only be recognized when they are working as part of the two (2) committeemen on either the afternoon or midnight shift.

The Company will recognize two (2) members of the Plant Committee of the afternoon and midnight shift when operating on a three (3) shift basis, when each shift has more than fifty (50) bargaining unit employees working.

In the event that a committeeman is absent from the plant the Union may appoint and the Company will recognize an employee designated as an alternate committeeman who will act only during the period of absence of the regular committeeman. The Company will provide a Union Office in the Plant with a desk, chairs, filing cabinet, and a telephone.

- 3.02** Each committeeman at the time of his appointment shall be permanently domiciled in Canada and shall have at least three months' seniority with the Company. The Union shall notify the Company in writing from time to time, of the names of the committeemen, the respective dates of their appointment, the names if any of those former committeemen who are being replaced or discontinued and of the name of the chairman of the committee.
- 3.03** (a) It is understood and agreed that committeemen as well as other employees have regular duties to perform. Committeemen, with the approval of the foremen of the

department where they are respectively employed (such approval shall not be unjustly withheld), shall be permitted during their working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to adjust and present grievances, subject to a maximum absence from their regular duties of two hours within the hours comprising one working day, and a further limitation on such time of three hours in any two consecutive days in any one calendar week. Whenever, in the opinion of the foreman concerned, more than a reasonable period of time shall have been taken by a committeeman to accomplish such adjustments and presentation, the foreman of the department to which the committeeman is attached shall decline to approve payment to such committeemen for such excess time.

(b) **(1)** The Plant Chairman shall be allowed 8 hours per day with no loss of pay if the active employment at the plant exceeds 140 bargaining unit employees. In the event the active employment is below 140 bargaining unit employees the above 8 hours shall be reduced to 4 hours per day.

(2) The Vice-chairman shall be allowed in addition to the time limits outlined in 3.03(a) above an additional 3 hours per day for the purpose of administering this agreement providing the active employment at the plant exceeds 175 bargaining unit employees.

The Vice-chairman will also be allowed to attend Workers Compensation hearings

or meetings scheduled **with the Board and** meetings with the Company and Benefits Carrier to discuss disputed claims. Such time to be part of the allowance indicated above. Prior notice to the company will be required before leaving the plant.

- (c) The Plant Chairman shall be allowed to attend funerals of deceased union members or retirees, covered by this agreement, without loss of pay provided he brings proof of attending the funeral, to a maximum of six (6) hours plant paid time in any calendar month.

3.04 During negotiations for renewal of this collective agreement the Company will pay the negotiating committee **of** not more than four (4) employees at straight time hourly rates including C.O.L.A. for the time spent in negotiations with the Company up to the date upon which a strike occurs at the company's plant. Such time will include five (5) working days for the preparation of Union proposals, provided prior written notice is received by the Company of such dates.

3.05 The plant safety committee chairman will be allowed one (1) hour per day for the purpose of administering the health and safety issues of this agreement providing the active employment at the plant exceeds 175 bargaining unit employees.

3.06 In the event there are twenty five (25) or more employees from Group III and Group II scheduled to work weekend overtime in the plant on the day shift, the Plant Chairman shall be scheduled to work on that day on the day shift as a full time representative. This clause shall

apply only when active employment at the plant exceeds 140 bargaining unit employees.

ARTICLE IV - STRIKES AND LOCKOUTS

- 4.01** There shall be no strikes or lockouts so long as this Agreement continues to operate: "Strikes" and "Lockouts" shall have the meanings set out in the Labour Relations Act of Ontario.

ARTICLE V - SENIORITY

- 5.01** Upon completion of fifty-eight (58) scheduled days worked within any period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority list. Employees shall be considered probationary employees until they have become eligible for the seniority list as above provided, and probationary employees shall not have seniority rights or access to grievance procedure upon being discharged or laid off by the Company.

- 5.02** Employees' names shall appear on the seniority list in the order of their respective dates of hiring. The seniority date of any employee placed on the seniority list after fifty-eight (58) working days intermittent employment within any period of twelve (12) consecutive months shall be considered to be the employee's date of hire.

Employees hired on the same date after September 30, 1989, shall appear in order of their clock number sequence.

ARTICLE VI • UNION SECURITY

- 6.01** As a condition of continued employment, all present employees covered by this agreement shall become and remain members of the Union at the signing of the agreement and all new employees covered by this agreement shall become and remain members of the Union within seven (7) calendar days of their employment.
- 6.02** During the life of this agreement, the company for the convenience of the Union and its members will deduct from the earnings of each employee covered by this agreement, Union initiation fees and dues laid down by the Constitution and Bylaws of the Union. On the last Friday of each calendar month the Company shall remit by cheque to the Financial Secretary of Local 195 the total of the deductions made. The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing deductions.
- 6.03** The Company agrees that during the life of the current collective agreement the following policy will be adhered to:
- (i) Total amount of yearly Union dues will appear on the employees' T4 slip. Employee T4 slips will be issued no later than February 21st of each year. T4s will be made available for employees to pickup after their shift end for two days after issuance. After that time slips will be mailed out.

(ii) The Company will deduct Union dues from employees collecting S.U.B. or vacation pay.

(iii) The Company will indicate the reason next to the employee's name in any month in which a deduction is not made. The Union will advise the Company of any arrears to be collected:

(iv) The check-off list submitted to the Local Union each month should contain the name of each employee and the amount deducted. A copy of the checkoff list will be provided to the plant chairperson.

(v) The checkoff list for Skilled Trades will be done annually to the information provided by the Union.

(vi) A list of employees' names and current addresses and telephone numbers will be sent to the Local Union and Plant Chairman each six (6) months.

(vii) The Company will institute a credit union checkoff, provided the credit union and the procedures to be followed for the checkoff and payment to the credit union are mutually agreed upon. Payment to the credit union will be delivered by eleven (11:00) a.m. on Friday, following the pay-day.

ARTICLE VII • WAGES, ETC.

7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A"

attached hereto and made part hereof. Payday for hourly rated employees covered by this agreement will be Thursdays.

- 7.02** The Company may establish additional classifications, and rates for such classifications will be subject to negotiations between the Company and the Union; if the parties cannot agree to a rate the Company will set the rate and advise the Union in writing. The Union may refer the matter to arbitration within fifteen (15) days after the Company has advised the Union in writing of the rate. When the final rate is determined, it will go into effect from the date the classification was established.
- 7.03** An employee reporting for work on instruction of the Company, but for whom there is less than four (4) hours of work available, shall be paid four (4) hours at the rate he would have received if he had worked. This provision shall not apply when such lack of work is due to a labour dispute, fire, flood, or other cause beyond the control of the company.

ARTICLE VIII- HOURS OF WORK AND OVERTIME

- 8.01** The regular work week shall consist of forty (40) hours, five (5) days per week, Monday to Friday, inclusive, together with a daily half-hour unpaid lunch period.
- (a) If the Company should find it necessary to work a third shift, that this shift only will work on a straight eight (8) hour schedule. This schedule will include a twenty (20) minute paid lunch, two (2) ten (10) minute rest periods and no wash-up time.

- 8.02** Employees who are required to perform work in excess of eight (8) hours per day shall be paid at the rate of one and one-half (1.5) times the regular rate for the first four (4) hours in excess of eight (8) hours and the rate of two (2) times the regular rate of pay for all hours in excess of twelve (12) hours.
- 8.03** Employees who are required to perform work on Saturday shall be paid at the rate of one and one half (1.5) times the regular rate of pay for the first ten (10) hours and two (2) times the regular rate of pay after ten (10) hours.
- 8.04** Employees who are required to perform work on Sunday shall be paid at the rate of two (2) times the regular rate of pay for such hours. The one hour period from 11:00 p.m. until 12:00 midnight Sunday shall not be considered premium time so long as it is part of an employee's regular shift.
- 8.05** Employees who have completed their regular shift and have left the Company's premises and are "called back" the same day, shall be paid at overtime rates in accordance with the foregoing articles, and shall receive a minimum of four (4) hours pay.
- 8.06** The Company shall keep a record of overtime hours worked, refused and assigned and shall make the same available to the Union when requested. For the purposes of distributing overtime when an employee refuses to work overtime or fails to report for work after having accepted an overtime assignment such employee shall have his time counted as having worked so far as the distribution of overtime is concerned. List supplied will show

employees by classification and shift and overtime hours within the shift.

If an employee has finished his shift, left work and is contacted later for overtime work, he will not be charged should he refuse. Overtime shall be credited on the basis of the number of hours at straight time, that is, when eight (8) hours overtime is worked or available at time and one-half, the employee shall be credited with eight (8) hours overtime. An employee who is chosen for overtime and who fails to report or complete the assignment shall have double hours charged.

Overtime shall be distributed within twenty (20) hour maximum differential in all classifications to provide a measure of balance.

Any imbalance exceeding the twenty (20) hour maximum differential will be brought into balance maximum in the pursuing month, provided selective overtime is being used in that pursuing month. Balancing of overtime will be done within each respective shift. The company will provide a daily list of employees who have punched in for overtime.

An employee who elected to work on a steady shift shall be credited with the average hours in the classification to which he is assigned, every five (5) weeks while on that steady shift.

If employees are absent for any reason for eligible overtime days they will be credited with the applicable hours. All overtime hours will be zeroed as of January 1st, of each year.

If overtime hours are equal then the employee with the highest seniority in the classification will be asked. An employee acquiring seniority or upon entering a classification shall be

credited with the average overtime standing in his job classification at that time.

All overtime shall be voluntary, but in the event of urgent or emergency overtime work for which an insufficient number of employees who are willing and able volunteer, the Union agrees to co-operate with the Company to provide sufficient qualified employees to perform such work.

Any difficulty rotating overtime and the position of employees who repeatedly fail to report to work on regular working days following Saturday overtime work shall be discussed by the Company and the Plant Chairman. Any claim by an employee that he had been denied overtime without just cause, shall be subject to the grievance procedure.

8.07 The Company shall give twenty-four (24) hours notice to employees required to work overtime. Notice shall not be required when overtime is due to breakdown of equipment. For weekend overtime the Company will give the Union a list of "Available Not Chosen" as soon as it is run on Thursday morning. The Union will receive a list of overtime requirements (as then known) by Thursday at 1:15 PM.

8.08 Any employee who is available for overtime will be required to identify their availability by inputting their clock number into the overtime system as directed by the Company. Any employee who fails to make such an input will be subject to assignment of hours if they would have been eligible due to the level of their total hours at the time of availability.

ARTICLE IX - SHIFT PREMIUM

9.01 A shift premium of sixty-five (65) cents per hour effective September 30, 2001, will be paid to employees working a second shift starting 2:00 p.m. or any time thereafter.

A shift premium of one (1.00) dollar per hour effective September 30, 2001, will be paid to employees working a third shift starting at 11:00 p.m. or any time thereafter.

Shift premiums will not be a factor in calculating overtime rates but will be added as outlined above to the overtime rate of pay.

The second shift in this Article shall mean the afternoon shift and third shift shall mean the midnight shift.

9.02 Shift premium will not be included in calculating pay for holidays not worked.

9.03 The company agrees to rotate shifts once every two (2) weeks, beginning September 30, 1980. This shift change will be posted by 11:30 am. on the Thursday before the shift begins.

9.04 When it is necessary to transfer employees in Group III to another shift, the company agrees to post for volunteers, time permitting, or canvass for volunteers. In the event there are not enough volunteers, the present practice will continue of the Union advising the company of employees who will be assigned to that shift. Assignments will be for periods of one week and will be rotated with the lowest seniority employee in that classification being assigned first, then the second lowest and so on through the seniority list. Employees under

the steady shift agreement will not be exempt from this procedure.

However, if the transfer of employees arises due to a steady shift employee being on sick leave and his steady shift partner is not on his home shift then the partner will be returned to his home shift to balance the shift before any other employees are assigned to that shift

ARTICLE X - VACATIONS & VACATION PAY

- 10.01** Each employee will receive a vacation with pay calculated as of June 1st of each year in accordance with the following schedule:
- (a) Employees with less than one (1) year of service will receive a sum of Four Percent (~~4%~~) of their gross earnings for the twelve month period immediately preceding June 1st of each year.
 - (b) Employees who have completed one (1) year's service but less than five (5) years' service will receive two (2) weeks vacation with pay equal to four (~~4~~) percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or eighty (80) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
 - (c) Employees who have completed five (5) years' service but less than ten (10) years' service will receive three (3) weeks vacation with pay equal to six (6) percent of

their gross earnings for the twelve month period immediately preceding June 1st of each year or one hundred and twenty (120) hours' pay whichever is greater, provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.

- (d) Employees who have ten (10) years but less than fifteen (15) years of service will receive four (4) weeks vacation with pay equal to eight (8) percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or one hundred and sixty (160) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
- (e) Employees who have fifteen (15) years but less than twenty (20) years of service will receive four (4) weeks vacation with pay equal to eleven (11) percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or one hundred and sixty (160) hours' pay whichever is greater; provided that if the employee has less than 1,000 compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.

- (f) Employees who have twenty **(20)** or more years of service, but less than twenty-five **(25)** years of service, will receive five **(5)** weeks vacation with pay equal to twelve **(12)** percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or two hundred **(200)** hours' pay whichever is greater; provided that if the employee has less than **1,000** compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.
- (g) Employees who have twenty-five **(25)** or more years of service will receive five **(5)** weeks vacation with pay equal to thirteen **(13)** percent of their gross earnings for the twelve month period immediately preceding June 1st of each year or two hundred **(200)** hours' pay whichever is greater; provided that if the employee has less than **1,000** compensated hours during the twelve month period immediately preceding June 1st in each year, he shall be entitled only to the percentage of his gross earnings.

NOTE: Time spent on Vacation will count towards the **1000** hours.

- (h) Only service with the company since the last date of hire shall count in calculating an employee's vacation entitlement.
- (i) The gross earnings shall include the previous year's vacation pay.
- (j) The hourly rate to be paid for such vacation in each year shall be calculated at the

employee's regular straight **time** hourly rate in effect on June 1st for that year, together with cost-of-living allowance then in effect

- 10.02** Employees may submit requests for vacation periods prior to May 1st of each year. Vacations shall be granted in the Company's discretion at the times requested on the basis of plant seniority within each classification consistent with the Company's requirements, and requests will be answered by May 15th. The company will post a Vacation Schedule by June 1st.

The date of entitlement for vacation purposes shall be June 1st.

The Company may schedule vacations whether individually or in groups, or may at its discretion stagger the vacation period or have a vacation period designated at one time in order to facilitate production, giving consideration wherever possible to the desires of the employees and their seniority, such desires of the employees to be submitted to the company in writing before May 1st of each year.

Employees requesting vacations prior to May 1st shall receive **an** answer from the Company within fifteen (15) days of receiving written request.

Paid Absence Allowance Days

- 10.03** Employees entitled to five (**5**) weeks vacation will be allowed, each year, to use five (**5**) days of their vacation as Paid Absence Allowance days.

Employees may take any day as their Paid Absence Allowance (PAA) day, subject to the limits defined below

- Employees shall request in writing on available forms, one (1) calendar week in advance, when possible, for their personal days off.
- Subject to the Company's discretion, not more than a total of fifteen (15) employees can **be off** on Personal Paid Holidays **and** Paid Absence Allowance days at any given time. Applications will be granted on a "First come, first served" basis, subject to production and staffing requirements.
- Subject to any overriding production and/or staffing concerns, employees may take their PAA days in consecutive weeks, with a maximum of one PAA scheduled per work week. Exceptions may be made to this rule as long as in the Company's opinion production scheduling requirements are not compromised.
- Paid Absence Allowance days shall not be taken in the months of July or August unless otherwise authorized by the Company.
- Paid Absence Allowance days cannot not be applied for until the employee has used all outstanding Paid Personal Holidays **as** outlined in Article 11.07.
- Paid Absence Allowance days and vacation entitlement not taken or scheduled within the preceding three months before the applicable contract year expires will be issued **and** designated by the Company.

ARTICLE XI • HOLIDAYS

11.01 The Company agrees to pay eight (8) hours pay at an employee's regular straight time hourly rate for all seniority employees in accordance with Article 11.04, for the following holidays:

Paid Holidays 2001

Employees' Birthday between OCT 1/01 and SEPT 30/02
Thanksgiving Day Monday, October 8, 2001
Christmas Float Monday, December 24, 2001
Christmas Day Tuesday, December 25, 2001
Boxing Day Wednesday, December 26, 2001
Christmas Float Thursday, December 27, 2001
Christmas Float Friday, December 28, 2001
Christmas Float Monday, December 31, 2001

Paid Holidays 2002

Employees' Birthday between OCT 1/02 and SEPT 30/03
New Year's Day Tuesday, January 1, 2002
Good Friday Friday, March 29, 2002
Easter Monday Monday, April 1, 2002
Victoria Day Monday, May 20, 2002
Canada Day Monday, July 1, 2002**
Civic Day Monday, August 5, 2002
Labour Day Monday, September 2, 2002
Thanksgiving Day Monday, October 14, 2002
Christmas Float Tuesday, December 24, 2002
Christmas Day Wednesday, December 25, 2002
Boxing Day Thursday, December 26, 2002
Christmas Float Friday, December 27, 2002
Christmas Float Monday, December 30, 2002
Christmas Float Tuesday, December 31, 2002

Paid Holidays 2003

Employees' Birthday	between OCT. 1/03 and SEPT. 30/04
New Year's Day	Wednesday. January 1, 2003
Good Friday	Friday. April 18, 2003
Easter Monday	Monday. April 21, 2003
Victoria Day	Monday. May 19, 2003
Canada Day	Monday. June 30, 2003**
Civic Holiday	Monday. August 4, 2003
Labour Day	Monday. September 1, 2003
Thanksgiving Day	Monday. October 13, 2003
Christmas Float	Wednesday. December 24, 2003
Christmas Day	Thursday. December 25, 2003
Boxing Day	Friday. December 26, 2003
Christmas Float	Monday. December 29, 2003
Christmas Float	Tuesday. December 30, 2003
Christmas Float	Wednesday. December 31, 2003

Paid Holidays 2004

New Year's Day	Thursday. January 1, 2004
Good Friday	Friday. April 9, 2004
Easter Monday	Monday. April 12, 2004
Victoria Day	Monday. May 17, 2004
Canada Day	Friday. July 2, 2004**
Civic Holiday	Monday. August 2, 2004
Labour Day	Monday. September 6, 2004

Birthdays Holiday each year of Agreement for employees who have completed two years of Seniority

- 11.02** If an employee is required to work on any of the paid holidays set forth in Article 11.01 he shall be paid at the rate of two (2) times his regular straight time hourly rate for all hours worked in addition to the holiday pay in accordance with Article 11.0 1.

- 11.03** Should any holidays mentioned under Article 11.01 fall during the vacation period of any employee, he shall be paid for such holiday at the regular rate in addition to his vacation pay.
- 11.04** The provisions outlined in Article 11.01 shall only apply to employees who:
- (a)** Have completed their probationary period;
 - (b)** Have worked the last regularly scheduled work day immediately preceding and the first regularly scheduled work day immediately following the holiday unless he is absent on leave or due to a layoff or sick leave provided that such leave, layoff or sick leave must have commenced within forty-five (45) calendar days of the holidays in question. Employees who are in receipt of wages, benefits or some other remuneration referable to the holiday must provide proof of payment and the Company will only be required to pay the amount by which the employees' regular wages for the holiday exceeds the amount received.
- 11.05** For the paid holidays during the Christmas and New Years' period, an employee who is otherwise eligible for holiday pay who misses either one of the qualifying days will lose only one day's pay. If such employee misses both qualifying days, he will lose only two days pay provided he performs some work for the Company in both the work week in which the first qualifying day falls and the work week in which the second qualifying day falls.

11.06 EMPLOYEE BIRTHDAY

(Employees with two or more years of seniority)
If any employee's birthday falls on a Sunday, Monday, Tuesday or Wednesday, the Monday of that week shall be considered his birthday for the purpose of his paid holiday.

If any employee's birthday falls on Thursday, Friday or Saturday, the Friday of that week will be considered his birthday for the purpose of his paid holiday.

In the event that an employee's eligible birthday as determined above is already a contractual paid holiday, or bereavement leave, jury duty leave, crown witness leave, or occurs during his approved vacation, such employee shall have an alternate day off providing authorization is received in advance from the Company.

An employee may request and the company will grant an employees' eligible birthday on an alternative day provided, the day requested is in the same calendar month as the employee's actual birthday, provided such request is received and granted one (1) week prior to the day requested and the Company can meet its obligations, and not more than fifteen (15) employees are off for any authorized holiday or vacation.

11.07 PAID PERSONAL HOLIDAYS

Employees with two (2) or more years seniority, shall receive four (4) paid personal holidays in each contract year of this agreement. For the contract year commencing September 30, 1999, increase to five (5) paid personal holidays per contract year thereafter.

Personal days off shall not be taken in the months of July or August unless otherwise authorized by the Company.

Employees shall request in writing on available forms, one (1) calendar week in advance, when possible, for their personal days off.

Subject to production and staffing requirements, employees may take their **PPH's** in consecutive weeks with a maximum of one **PPH** scheduled per work week. Exceptions may be made to this rule as long as, in the Company's opinion, production scheduling requirements are not compromised.

If the employees requesting a paid personal holiday jeopardize production or maintenance staffing requirements, those applying will be given preference based on seniority and classification scheduling requirements.

Not more than fifteen (15) employees can be off on **paid** personal holidays on any given day.

The provisions outlined in Article 11.07 shall only apply to employees who have worked the last regular scheduled work day immediately preceding and the first regular scheduled work day immediately following the holiday unless he is absent

(a) on leave or due to a layoff or sick leave provided that such leave, layoff or sick leave must have commenced within forty (40) calendar days of the holiday in question.

ARTICLE XII - SENIORITY & LAYOFFS

- 12.01** Fundamentally rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company.
- 12.02** Seniority lists, the accuracy of which have been agreed to on behalf of the Union in writing, shall be maintained at all times by the Company and shall be available to the Union for inspection to the extent reasonably necessary for the Union to ascertain the seniority status of an employee within its jurisdiction.
- 12.03** Seniority rights and employment shall cease for any employee who:
- (1) voluntarily quits the employ of the Company, which is done in writing whenever possible;
 - (2) is discharged and such discharge not be reversed through the Grievance Procedure;
 - (3) fails to report on the first day following the expiration of a leave of absence, unless he has a justifiable reason;
 - (4) **(a)** Is an employee with less than one year seniority and is laid off for a continuous period of more than twelve (12) months from the date he last performed work;
 - (b)** Is an employee with more than one year seniority with a hire date after May 15, 2001 who is laid off for a period equal to his seniority at the date when he last performed work for

the company, to a **maximum** of seven (7) years,

(c) Is an employee with a hire date prior to May 15, 2001 who is laid off for a period of sixteen (16) years.

(5) is absent for three (3) consecutive regular working days without advising the Company giving satisfactory reasons;

(6) fails to return to work within the time limit specified in Article 12.07 when recalled by the Company following a lay-off after having received notification by registered mail to his address on record with the Company;

(7) is gainfully employed on a regular and/or full time basis while on a leave of absence;

(8) is gainfully employed on a regular and/or full time basis and when such employment interferes with the performance of the employee's regular duties;

12.04 In case of layoffs, **an** employee shall be entitled to assert his seniority over another employee having less seniority provided he is able and willing to meet the normal requirements of the work to be performed. Recall to work after layoff shall follow the reverse procedure.

12.05 The Company will give twenty-four (24) hours notice of layoff to employees, except in the case of emergency.

12.06 Any employee who terminates his employment with the Company will notify the

Company of his intentions two (2) weeks in advance in order to enable the Company to find an adequate replacement.

- 12.07** Any employee laid off and recalled for work must return within three (3) working days when unemployed and within five (5) working days when employed elsewhere after being recalled, or make definite arrangements satisfactory to the company, to return. The company shall notify such employees by registered mail to their address on record with the Company. The employee shall be obligated to notify the Company of any change of address and keep a current address on record with the Company at all times.
- 12.08** If it becomes necessary because of shortage of work to transfer employees to other classifications, employees shall be transferred to jobs which they are capable of doing in the reverse order of classification seniority. If the transfer exceeds three (3) days, then the employee will be transferred within his own shift in accordance with Article 13.02. If the transfer exceeds five (5) days, the employee may transfer to another shift if necessary to comply with Article 13.02. In cases where such transfer does involve employees on different shifts, then the shift change will occur at the beginning of the following week, but no later than 5 working days after the reduction. All transfers will be subject to the Employers right to balance work loads between shifts. When transfers are to take place in accordance with 13.02, the Union will advise the Company of the names of the affected employees, classification and shift assignments.

If the employees affected are transferred to a lower paid classification, they shall immediately receive the rate of pay in effect for that classification. The lower rate shall only be paid when transfer is due to a shortage of work. If it becomes necessary to return an employee to the classification from which he was transferred, he will receive the pay rate of the classification immediately for all hours worked.

If a layoff or reduction in the classification occurs, those employees who are affected will retain recall rights to their former job for a period of twelve (12) months from when they last performed work or a period equal to their seniority at the date they last performed work in the classification for the Company, whichever is greater. Employees with recall rights to a classification will be returned to that classification, in all instances by order of seniority prior to the use of all labour pool employees in that classification.

12.09 In the event of a layoff which appears to the Company unlikely to be of longer duration than three (3) calendar days, reduction in the working force may proceed without regard to seniority provided that no employee shall be laid off under this subparagraph more than two (2) times in any one (1) calendar year. If within said three (3) calendar days it becomes apparent to the Company that the layoff is to exceed that period then as soon as the same becomes apparent to the Company the layoff shall take place according to seniority.

12.10 Notwithstanding his seniority status, a committeeman in the event of a layoff or reduction in his classification shall be continued at work

in the plant as long as other work is available which he is able to do.

- 12.11** In the event of layoff, the Plant Chairman will be considered to have the highest seniority in the plant followed by the Vice-chairman and after him the Recording Secretary, and after him Chairman of Health & Safety provided each is able and willing to do the work available.

ARTICLE XIII - PROMOTION & JOB POSTING

- 13.01** If any employee is transferred or promoted to a position not subject to the provisions of this agreement such employee shall cease to accumulate seniority from the date such employee is transferred out of the bargaining unit, In the event that such employee is subsequently transferred back to a position within a period of three (3) months, subject to the provisions of this agreement he shall be credited with the seniority which he held on the date of the transfer out of the bargaining unit. Such employee shall not be transferred back into the bargaining unit if as a direct result of such transfer, another employee within the bargaining unit is laid off.

- 13.02** Once an employee has been transferred or promoted to a different classification, if he is transferred from his new classification by the Company he will be returned to his immediately previous classification provided he has sufficient accumulated seniority in his previous classification to place him there and provided he has the skill and ability to do the work available in the classification.

13.03 Vacancies in regularly assigned jobs and newly created jobs shall be posted for **five (5)** working days on Company bulletin boards accessible to all employees. Such bulletins will show the job title, job requirements, range of pay, normal work area, number of jobs vacant and the designated management to whom applications must be directed. Copies of such bulletins shall be forwarded to the Plant Chairman. At the time of posting the Company will provide the Union with a list of employees who are absent on vacation, leave of absence, S&A, or workers' compensation

13.04 In the filling of vacancies and making of promotions within the bargaining unit, the employee with seniority shall be given preference provided he is willing and able to meet the normal requirements of the classification. In case of doubt, an employee shall be given a full ten (10) day trial. This trial period may be extended to a maximum of thirty **(30)** working days by mutual agreement of the Company and Union. An employee has the right to resign his new position and return to his former classification with no loss of seniority in the former classification provided such resignation occurs within two **(2)** months of having received his posting. Any employee who has resigned a classification under these circumstances is prevented from posting back into the classification he resigned from for a period of three (3) years from the time of resignation.

13.05 A posted announcement of the results will be made as soon as possible, and in no case will exceed six (6) working days from the date of posting. Notices of posting announcement results will be made in accordance with the provisions of Article 13.03.

- 13.06** Posted vacancies may be filled temporarily, not exceeding seven (7) working days, and in case of necessity may only be extended by mutual agreement between the Company and the Union.
- 13.07** Employees being transferred, or promoted to a different classification, shall receive the rate of pay of the new classification after ten (10) working days or the training period mutually agreed to by the Company and Union, in the new classification, except in the provisions outlined in Article 12.08. Employees transferred from Labourer classifications to Press Operator classification are exempt from the ten (10) day trial period.
- 13.08** An employee can not successfully fill a posted vacancy more than twice in a period of twelve (12) months without the mutual consent of the Company and the Union.

ARTICLE XIV - SOCIAL SECURITY

- 14.01** The Company agrees to contribute the following
- (a)** 100% of the premium cost of the OHIP including semi-private and out-of-province coverage (60 days for active employees, 180 days for retirees) for all employees who have completed their probationary period and their eligible dependants.
 - (b)** 100% of the premium cost of the Green Shield Dent-A-Care Plan 74 or its equivalent, effective September 30th, 2001, with \$1900.00 orthodontal, for eligible dependants up till age 21 years, based on an ever current O.D.A. Schedule for each employ-

ee who has completed two (2) years seniority and their eligible dependants.

The Company will supply the Union with the current ODA schedule for 2002, 2003 and 2004, as available.

- (c) 100% of the premium cost of the Green Shield Apoth-A-Care Plan No. 3P or equivalent with a \$2.00 payment effective September 30th, 1995 for each employee who has completed one and a half (1.5) years seniority and their eligible dependants.
- (d) 100% of the premium cost of Sickness Accident Indemnity Plan having benefits of \$495 per week effective September 30th, 2001, for a period of fifty two (52) weeks, on a first day accident, first day hospitalization and eighth day sickness basis for each employee who has completed two (2) years seniority. Increase to \$500 per week, effective September 30, 2002. Increase to \$515 per week, effective September 30, 2003. Effective September 30, 1995 hospitalization to include out patient treatment for scheduled minor surgical procedures, but not emergency room treatment. The weekly benefit will be calculated and paid on the basis of a Seven (7) calendar day week and the carrier will withhold ten (10%) percent for income tax purposes. The parties agree that where benefits are paid due to a motor vehicle accident and a claim is made against a third party, all benefits received under this Collective Agreement will be returned to the Company upon receipt of the insurance money covering full wages or if full

wages are not received, sick and accident benefits will pick up the difference.

- (e) Effective September 30, 2001 100% of the premium cost of the Life Insurance Plan in the amount of \$40,500.00; and effective September 30, 2002 an amount of \$41,000.00; and effective September 30, 2003 an amount of \$42,500.00, for each employee who has completed two (2) years seniority together with an Accidental Death and Dismemberment Benefit, Effective September 30th 2001 of \$22,000.00; and effective September 30th 2002, an amount of \$23,000.00; and effective September 30th. 2003, an amount of \$24,000.00, for each employee who has completed two (2) years seniority.
- (f) Effective September 30th, 2001, Free Life Insurance Coverage for retired employees of \$9,000,00.
- (g) 100% of the premium cost of the Green Shield Vision Care Plan No. 7, every 24 months, \$200.00 effective September 30th, 2001 or its equivalent for each employee who has completed two (2) years seniority and their eligible dependants.

100% of the premium cost of the Green Shield Extended Health Care Plan T4 with Medex Deluxe, physio max \$1,250 per year, no deductible or it's equivalent, effective September 30, 2001 for each employee who has completed two (2) years seniority and their eligible dependants.

- (h) 100% of the premium cost of the Green Shield Nursing Home Plan N-1, ward coverage, or it's equivalent, effective September 30, 1998 for each employee who has completed two (2) years seniority and their eligible dependants.

100% of the premium cost of the Green Shield Audio Plan H-1 or it's equivalent, effective September 30, 1992 for each employee who has completed two (2) years seniority and their eligible dependants.

- 14.02** In the event of any interruption of work for any reason, other than sickness or accident, the Company agrees to continue to pay the premium of the insurances outlined in Article 14.01 (a) (b) (c) (e) (g) (h) for a period of three (3) months for employees with less than 10 years seniority. Employees with ten or more years of seniority shall have the continuation for six (6) months.

- 14.03** In the event of sickness or accident, the Company agrees to continue to pay the premium of the insurances outlined in Article 14.01 for each employee who has completed one (1) year seniority for a period of fifty two (52) weeks. In case of permanent disability resulting from an accident on the Company's premises, the Company agrees to pay for (a)(b)(c)(e)(g) and (h), as outlined in article 14.01 for the time of the disability.

L.T.D.

- 14.04** A Long Term Disability plan will be established for employees who have completed two

(2) years seniority to age 65 or applies for and receives company retirement benefit, commencing on or after September 30th, 1995 providing a disability benefit of \$800.00 per month. Such benefit to commence after receipt of fifty two (52) weeks of S&A benefit or exhaustion of temporary total Workers' Compensation benefits. An eligible employee for this benefit must be totally and permanently disabled from performing his regular job and must be unable to perform any and every duty of an occupation that the employee may be suited by experience, training or education. Employees qualifying for L.T.D. with more than two (2) years seniority shall have the insurances outlined in 14.03 continued in force for not less than fifty two (52) weeks.

Employees qualifying for L.T.D. shall be covered by the Life Insurance as stated in this agreement until they reach the age of sixty five (65) or qualifying for company retirement plan.

LTD benefit levels to increase to the following:

Effective September 30, 1995 -	\$800.00
Effective September 30, 1996 -	\$900.00
Effective September 30, 1997 -	\$1033.00
Effective September 30, 2001 -	\$1125.00

Benefits will be reduced if income from W.C.B., C.P.P., and benefit exceeds 80%, eighty percent of gross pre disability earnings.

The Company and the Union agree that the Plant Chairman will during the time allowed to him for Union Business co-operate with the Company in the administration and the pro-

cessing of pending benefit claims to ensure the proper use of such benefit plans.

ARTICLE XV - SAFETY & HEALTH

15.01 The Company and the Union agree to maintain the highest standard of safety, health, sanitation and working conditions in and around the Company's premises. The Company will make every effort to comply in a timely manner with all legislation pertaining to Occupational Health and Safety. These standards shall be carried out in the following manner:

- (a)** The Safety Committee shall be composed of three (3) members appointed by the Company and three (3) members elected or appointed by the Union. One of the elected members by the Union will be on steady day shift provided there is work in his classification that the employee is able and willing to perform. The Safety Committee shall annually elect from amongst themselves a chairman and a secretary.
- (b)** The Safety Committee shall schedule monthly meetings to discuss plant safety, and during such meeting the Committee shall review all accident reports for the previous month and make recommendations to correct any unsafe acts or conditions.
- (c)** In case of malfunctioning of any equipment which poses an immediate danger to the employee(s), the Safety Committee is, after a discussion with the Company and the Plant chairman, empowered to suspend the operation or the part of the operation

in question. A Safety Committee man will be allowed off his job as soon as possible and in no instance to exceed twenty five (25) minutes to ascertain the above complaints. No employee will be disciplined while he is in compliance with the Occupation Health and Safety Act.

- (d) The Company agrees that a monthly tour of the plant will be conducted by two (2) members of the Safety Committee, one (1) representing the Union and one (1) representing the Company.
- (e) The recommendations and regulations of the Safety Committee shall be implemented by the Company within a reasonable length of time set by the Safety Committee, provided that such recommendations are consistent with government standards. A majority decision of the Safety Committee is required for such regulations.
- (f) Any hourly rated employee falling within the bargaining unit is eligible to serve on the Safety Committee. Decisions of the Safety Committee shall be submitted in writing to the Company and the Plant Chairman. Employees of the bargaining unit will be paid at their regular hourly rates for the time spent during regular working hours while attending meetings of the Safety Committee that are conducted on the Company's premises and with the Company's approval.
- (g) Employees receiving a written safety warning must have such warning witnessed by a member of the Safety

Committee and a Committeeman.

Members on the Safety Committee are not exempt from receiving these warnings.

- 15.02** The employees will be held responsible for the safety and sanitary conditions of the lunch-room. Should the sanitary conditions be of such a nature that they are detrimental to the health and welfare of other employees, the Company shall have the right to reprimand the employee(s) that are responsible.
- 15.03** The Company has the right to formulate and publish from time to time rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment or clothing is issued to employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Before publishing and enforcing the above, the Company shall submit the same to the Safety Committee for their approval except in the case where rules **and** regulations are consistent with government standards. **A** copy of rules and regulations shall be given *to* the Plant Chairman.

The Company realizes the necessity to educate all employees in safe and healthy work practices. The company will provide such training as **it** feels necessary for an employee to work in a safe manner and will advise the Safety Committee of such training.

- 15.04 (a)** The wearing of safety glasses and safety shoes is compulsory throughout the plant and this rule is a condition of employment and will include all management personnel normally working for the company in the plant.

- (b) The Company will participate in the purchase of the first pair of approved prescription safety glasses that conform with CSA Industrial Safety Glasses Standards to a maximum of one-hundred (\$100.00) dollars per pair. Glasses, styles and options must be authorized by the company and obtained at its approved source.

The Company shall repair, or cause to be repaired without cost to the employee, approved prescription safety glasses that are accidentally damaged during the course of his employment. Replacement will not be made for breakage due to personal negligence or carelessness.

The Company will provide non-prescription safety glasses for all employees and will repair, or cause to be repaired without cost to the employee, any safety glasses that are accidentally damaged during the course of employment. Replacement will not be made for breakage due to personal negligence or carelessness.

The Company will also participate to a maximum of one-hundred (\$100.00) dollars where a new prescription for industrial safety glasses is required. Styles and options to be authorized by the Company and glasses to be obtained at its approved source. There will be no duplication of payment.

- 15.05** The Company will pay, at the end of each calendar year, to all employees who have worked five hundred (**500**) hours during the year, with one (1) or more years of seniority, the sum of one-hundred and fifteen (\$115.00) dollars, as an allowance for the purchase of safety shoes paid on a separate cheque

ARTICLE XVI • FIRST AID & INJURY ALLOWANCE

16.01 Employees who have qualified for a Standard First Aid Certificate and are appointed by the Company, will receive thirty (\$.30) cents per hour in addition to their rate for the duration of their appointment. The company shall be responsible to schedule two (2) qualified First Aid Certificate holders on the Company's premises during any shift with more than forty five (45) hourly rated employees covered by this agreement and one (1) during any other shift.

16.02 If an employee is injured on the job, he shall be paid for the balance of the shift on which the injury occurred. If, as a result of such injury, the employee is sent home, to an outside hospital or to a clinic, the Company shall make transportation available for such injured employee.

If the injured employees is sent home from a hospital or clinic by the presiding doctor, the company shall pay for transportation or supply the same.

16.03 In the event that the Company has in it's employment a Nurse, Clause 16.01 will not apply during the hours of the nurses' presence.

ARTICLE XVII • REST PERIODS & WASH-UP TIME

17.01 There shall be two (2) rest periods (coffee breaks) with pay of ten (10) minutes duration each, daily, one during the first half of the shift and one during the second half.

- 17.02** The employees shall be entitled to a five (5) minute wash-up period before lunch and before the end of their shift. This article is not to be construed to mean that employees can “line up” before the termination of their shift.
- 17.03** If employees are required to work overtime, they shall be entitled to a ten (10) minute rest period (coffee break) with pay at the completion of their regular shift.
- 17.04** A ten (10) minute break during the first half of the overtime shift, will be provided if a minimum of four (4) hours overtime is scheduled during a regular work day.

ARTICLE XVIII - LEAVES OF ABSENCE

- 18.01** Upon application to the Company stating reasons for such request, leave of absence may be granted to any employee for personal reasons, without loss of seniority. Such leave of absence shall not be for employment elsewhere or self employment.

Employees getting married shall be granted two (2) weeks leave of absence provided written notice is given two (2) months in advance.

- 18.02 (a)** Union business - Short term leaves

The Company will grant a leave of absence to not more than two (2) employees per day for Union business upon written request of a full time officer of Local 195 or Plant Chairman, defining the nature of the Union business and provided forty eight (48) hours notice of such leave is received by the Company.

The restriction shall not include three (3) employees for attendance to General Council or Executive Board meetings at Local 195, C.A.W. provided the above notice is received by the company to a maximum of one meeting per month. Such time will not count in the accumulation of **360** hours for benefit costing.

No more than two (2) employees out of any classification in Groups I and II shall be absent at one time.

In addition to the above employees, two (2) additional employees may be absent on educational leave each six (6) month period for periods of five (5) consecutive work days not more than four (4) times in such six (6) month period.

Educational leave shall be defined as attendance as a student in a course taught by another person.

Employees on short term leaves will not receive wages from the Company. Employees will continue to accumulate seniority.

The Employer will continue to pay the premiums for the benefits outlined in Article 14 for the duration of short term leaves. However, for employees who have more than **360** hours of short term leave in any contract year, the Union will pay the Company for the cost of benefit premiums which were paid during all such leaves in excess of said **360** hours on a Pro Rata Basis.

Employees on short term leaves will not have such hours deemed as hours worked

for the purpose of calculating pension credits.

(b) Union business - Full time leaves

The Company will grant a leave of absence to employees elected or appointed to a full time position in Local 195 C.A.W. or the National Union.

The Union will provide 7 working days written notice of such leave stating the nature of the election or appointment and the duration of the leave. Full time leaves must be for a continuous absence of 6 months or more.

Employees will not receive wages from the Company. Employees will continue to accumulate seniority. Benefits will be discontinued during the period of the leave.

Employees on full time leave will not have such time deemed as hours worked for the purpose of calculating pension credits.

18.03 Employees who have completed their probationary period will be granted a leave of absence at their regular straight time hourly rate for Bereavement as listed.

In the event of a death of an employee's spouse or common-law spouse, child, step child, parent or step parent, brother or sister, the employee shall be given five (5) consecutive scheduled working days leave of absence with pay (exclusive of Saturdays, Sundays and Paid Holidays) provided the employee was otherwise scheduled to work.

In the event of a death of an employee's grandmother, grandfather, mother-in-law,

father-in-law, sister-in-law, brother-in-law, and grandchild, the employee shall be given three (3) consecutive scheduled working days leave of absence with Pay (exclusive of Saturdays, Sundays and Paid Holidays) provided the employee was otherwise scheduled to work.

To qualify for the above bereavement leave with pay the employee must attend the funeral. In cases where the employee is not able to attend the funeral, he shall be allowed one (1) working day leave of absence with pay if a request for such leave of absence is submitted to the Company prior to the funeral.

Where an employee can not attend the funeral of his father, mother, sister, or brother he shall be given three (3) consecutive scheduled working days compassionate leave with pay, if such request is submitted to the Company documenting such death and relationship.

Sister-in-law shall mean to include the sister of the employee's spouse or the wife of the employee's brother.

Brother-in-law shall mean to include the brother of the employee's spouse or the husband of the employee's sister.

An employee shall not be deemed or considered eligible while on benefits for total disability from the Workers Compensation Board, Sickness and Accident Insurance Plan, or Long Term Disability Benefit.

- 18.04** The employees shall receive, for each day of jury and crown witness duty the difference between the employee's regular straight time hourly rate, and the amount of jury fee received, to a maximum of eight (8) hours per day, provided the employee furnished the

Company with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee paid. The employee must notify the Company that he has been summoned for jury duty immediately upon receipt of such notice.

18.05 An employee convicted of an offence arising out **of** the operation of a motor vehicle shall be considered on leave of absence for the period of his **jail** term provided the same does not exceed one year, on a one time only basis.

18.06 If an employee with over one (1) year seniority is imprisoned following a summary conviction other than one arising out **of** the operation of a motor vehicle and if the sentence is **for** one hundred and twenty (120) days or less, he shall be considered on a leave of absence for the period **of** his jail term on a one time only basis.

ARTICLE XIX - S.U.B. FUND

19.01 As agreed **to** between the Union and Company, Funding at a \$650.00 base effective September 30, 2001.

ARTICLE XX - DISCIPLINARY ACTION

20.01 When the conduct or performance of an employee calls for a demerit slip to be issued by the Company, such demerit slip shall be in writing, and a copy of the demerit slip will be delivered immediately to the Plant Chairman. A committeeman shall be present during any disciplinary action.

20.02 Demerit slips shall be given to the employee in writing and in the presence of a committeeman. Demerit points and disciplinary action shall be in accordance with the guidelines for breaches of the rules and regulations specified in Schedule "B" attached hereto and made a part hereof

20.03 An employee may be suspended or discharged for just cause by the Company. Within five (5) working days following the suspension or discharge, the employee involved, provided he has completed his probationary period, may, together with his committeeman, interview the Company concerning the reason leading to the suspension or discharge.

If the matter is not settled at the interview, the Company shall give its written decision within three (3) working days after the interview.

Within five (5) working days after the Company has given its written decision, the Union may submit the matter as a special grievance, and the Company shall deliver its reply in writing within two (2) working days.

If the Union is not satisfied with the Company's reply, it may submit the special grievance to arbitration provided notice of desire to submit the same to arbitration is given in writing to the Company within two (2) working days of the receipt of the Company's reply. Thereafter the parties shall proceed as provided in Articles 22.03, 22.04 and 22.05.

20.04 When an employee has been dismissed or suspended, he shall be advised that he may interview his committeeman in private for a reasonable length of time before leaving the plant premises.

20.05 When a demerit slip is issued against an employee, such demerit slip will remain against the record of an employee for a period of twelve (12) months, and such demerit slip will then be removed from his record.

When a suspension has been issued against an employee, such suspension will remain against the record of an employee for a period of fifteen (15) months, and such suspension will then be removed from his record.

ARTICLE XXI - GRIEVANCE PROCEDURE

21.01 Step 1:

An employee having a complaint relating to the working conditions under which he is then working shall advise his foreman or supervisor and may request the presence of his committeeman while doing so. Such foreman or supervisor shall arrange for the attendance of the committeeman as soon as possible, and in no instance to exceed fifteen (15) minutes, and such committeeman shall be allowed to talk to the employees involved at the employee's work station to ascertain the complaint.

21.02 Step 2:

If the complaint is not settled to the satisfaction of the employee involved, the employee shall submit a grievance to the Senior Area Manager in writing on forms supplied by the company, either directly or through his committeeman. It shall be optional to 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. The Senior Area

Manager or the Human Resources Manager shall deal with the grievance and deliver an answer in writing to the committeeman not later than the fifth working day next following the day upon which he received the grievance.

21.03 Step 3:

If the grievance is not settled under Step 2, the committeeman will within three (3) working days of the decision under Step 2, or within five (5) working days of the day the decision under Step 2 should have been given, submit an appeal to the Company. Thereupon the parties shall meet to discuss the grievance within one (1) week after the appeal has been filed.

The Union shall be represented by the Plant Chairman, the committeeman involved in the filing of the grievance and the grievor if he desires to be present. The Company shall give its written decision on the grievance within five (5) working days following the meeting.

21.04 A National Representative or Representative of Local 195, C.A.W., of the Union may be present and participate in any meetings of the Plant Committee and the Company.

21.05 At no time may an employee or group of employees file a grievance on behalf of another employee.

21.06 A "group grievance" is defined as a single grievance, signed by a committeeman on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing at Step 2. The grievors shall be listed on the grievance form.

21.07 A “policy grievance” is defined as one which involves a question relating to the interpretation, application or administration of this agreement between the Company and the Union.

A policy grievance may be submitted by either party to arbitration under Article XXII bypassing Steps 1, 2, 3. Such policy grievance shall be signed by a committeeman in the case of the Union or by a representative of the Company in the case of the Company.

ARTICLE XXII • ARBITRATION

22.01 If the parties fail to settle the grievance at Step 3 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

22.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) working days after receiving the decision given at Step 3 of the Grievance Procedure.

22.03 A notice of intent to arbitrate shall contain a list of three (3) arbitrators for consideration. Within five (5) working days from receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list, or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Ministry of Labour to name an arbitrator.

22.04 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this

agreement or to substitute any new provisions of this agreement or to deal with any matter not covered by this agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

22.05 The expense of the arbitrator shall be divided equally between the Company and the Union and their respective shares shall be paid by them to the arbitrator.

ARTICLE XXIII • PENSION PLAN

23.01 The Company and the Union agree to the following amendments to the Pension Plan:

- (a)** For those employees retiring on and after September 30, 2001 the plan will provide a benefit of \$37.00 per month times years of service with a normal retirement at age 65.
- (b)** For those employees retiring on and after September 30, 2002 the plan will provide a benefit of \$37.50 per month times years of service with a normal retirement at age 65.
- (c)** For those employees retiring on and after September 30, 2003 the plan will provide a benefit of \$38.50 per month times years of service with a normal retirement at age 65.
- (d)** EARLY RETIREMENT- Early retirement at age 55 with 10 years service with a pension reduced by a percentage equal to one half (1/2) of one percent (1%) multiplied by the number of months by which the employee is less than 65 years of age.

- (e) **DISABILITY RETIREMENT ELIGIBILITY** - eligibility with ten (10) years service at any age.
- (f) **VESTING ELIGIBILITY** - To the Pension Benefits Act of Ontario.
- (g) **Supplementary Benefits from age 55 to 65** for those retiring on or after September 30, 2001 - \$20.50 per month times years of service, to a maximum 25 years.
- (h) **Special Supplementary Benefit from age 55 to age 60:**
 - For those retiring on or after September 30, 2001 - \$14.50 per month times years of service, to a maximum of 25 years.
- (i) **Present retirees retiring before September 30, 2001** - increase basic benefit by \$1.00 per month times years of service.
- (j) **The Company will pay 100% of the premium cost of the Social Security Benefits as described and outlined in Article XIV, 14.01 (a), (b), (c), (f).** Dental does not include orthodontics. This includes employees retired on a disability pension. Retirees will also have a vision care benefit at \$200.00 every twenty four (24) months and out of province coverage at 180 days. Benefit Plan will pay \$100.00 deductible and \$6.11 dispensing fee for drug benefit for retirees. However if available, retirees must go to drugstores that waive this fee.

(k) In the event of the death of a retiree, or an active employee with ten (10) or more years of seniority, the spouse and eligible dependants will be covered by all benefits as set out in Article 23.01 (j) of the Collective Agreement until the spouse remarries or no longer requires the coverage, to a maximum of three years coverage. Said spouse and dependants will be required to verify their entitlement to receive these benefits at least once per year.

(l) Transitional Survivor Benefits:

In the event of the death of an employee who is on the seniority list and who is vested, his surviving spouse shall receive 60% of the employees accrued pension benefit at the time of the death, assuming his retirement at age 55, payable when said employee would have reached the age of 55.

(m) Early Retirement:

Unreduced benefits for retirement at age fifty-five (55) and thirty (30) years service.

(n) Employees hired after September 30, 1998 who have attained seniority will have the option of joining the pension plan as outlined above or may join an RRSP for which the Company will contribute \$0.35 per hour worked.

23.02 Any Post Retirement Benefit increases granted to a retired employee shall be offset against any increases for the same years of service arising by reason of any indexing of the Pension Benefits, resulting from any current or

future legislation, regulation or other Government action.

ARTICLE XXIV • PAID EDUCATION LEAVE

24.01 The Company agrees to pay quarterly an amount equal to one (1) cent per hour per employee for ail compensated hours after the date of ratification to C.A.W. Paid Education Leave Program, P.O. **Box** 897, Port Elgin, Ontario NOH 2C0, for the purpose of providing a trust fund for paid education leave.

ARTICLE XXV • COST-OF-LIVING ALLOWANCE

25.01 All employees in the bargaining unit covered by this agreement shall be paid an hourly “Cost-of-Living Allowance” determined by the Cost-of-Living formula as set forth below:

- (a) Effective with the pay period ending September 30, 2001, the Cost-of-Living Allowance of \$1.12 (current COLA - \$.05) will be folded into the base rates of all classifications set out in Schedule A and \$1.12 (current COLA - \$.05) will be deducted **from** the Cost-of-Living Allowance previously paid leaving .05 per hour float
- (b) The CPI base shall be set at 117.4 (1992=100) which is the Consumer Price Index for May 2001
- (c) Commencing October 1, 2001 COLA calculations will be made quarterly on the first days of October, **January**, April and July in each year during the term of the agreement.

- (d) On each quarterly calculation date the base of 117.4 (1992=100) shall be subtracted from the latest (1992=100) CPI then available. The float of \$.05 will then be increased or decreased by one cent (\$.01) for each full 0.0746 increase or decrease in the latest Consumer Price Index from the base. This figure will be the hourly **Cost Of Living Allowance** to be paid for the quarter. (For clarity, quarterly rates are not pyramided or added to each other)
- (e) A reduction of the Consumer Price Index below the base of 117.4 shall not provide a basis for reduction of the wage rates set out in Schedule "A" but shall reduce the float.
- (f) Cost-of-Living Allowance in effect at the time shall be paid for all hours worked, and for all hours of pay which an employee receives for paid holidays, vacation pay, bereavement pay, reporting pay, crown witness and jury duty pay under this Agreement.
- (g) No adjustment, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for the Consumer Price Index for any month on the basis which the allowance has been determined.
- (h) The continuance of the Cost-of-Living Allowance shall be contingent upon the availability of the official monthly Consumer Price Index in its present form and calculated on the same basis as the

Index published for May 2001, unless other wise agreed upon by the parties.

- (i) The Union and the Company agree that should there be any revision of the Cost-of-Living Index published by Statistics Canada (1992=100) the Union and the Company will negotiate the manner in which the revised index will apply to wages. However, in no event will the revised index generate less than that which would have been generated under the 1992=100 (Statistics Canada) .0746 - 1 cent index.

ARTICLE XXVI • TEMPORARY PART TIME EMPLOYEES

- 26.01** The Company will be permitted to hire additional personnel to fill in for seniority employees who are absent due to the following reasons:
 - (a) Absence due to Sickness & Accident, WCB
 - (b) Paid Personal Holidays
 - (c) Leaves of Absence
 - (d) Birthdays
 - (e) Vacations
 - (f) Union Leaves
- 26.02** Such additional employees shall be classified as Temporary Part Time (TPT) and will not be permitted to gain seniority status, notwithstanding the provisions of Article V.
- 26.03** If a layoff occurs, TPT employees will be the first employees laid off.
- 26.04** TPT employees shall be required to pay Union Dues and Initiation fees each month according to the Union Constitution.

- 26.05** TPT employees shall be eligible to be paid overtime rates in accordance with the overtime provisions of the Collective Agreement.
- 26.06** TPT employees shall only be paid for the periods for which they work.
- 26.07** TPT employees may not work if seniority employees are on layoff. Except for the period to fill-in for vacations, holidays and short term Union leaves when acting as replacement workers with the agreement of the union.
- 26.08** TPT employees will be limited in number to that of the seniority employees absent from work unless mutually agreed to between the Company and the Union.
- 26.09** TPT employees shall be the first employees to be sent home if a work shortage occurs.
- 26.10** TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, grievance procedures, social security and wage provisions of this Agreement.
- 26.11** TPT employees shall receive an hourly rate of seventy (70%) percent of the base rate per hour. TPT employees shall not receive COLA or Shift Premium
- 26.12** TPT employees shall not be eligible to submit a grievance under the terms of this Agreement.
- 26.13** A TPT employee shall not work more than twelve hundred (1200) hours per calendar year except when used as replacement for Union short term leaves.

- 26.14** A TPT employee will not work overtime until all seniority employees and probationary have been asked to work.
- 26.15** TPT employees may only work to a maximum of twenty-four (24) hours per week with the exception of periods worked as vacation, holiday, S&A, and W.C.B. replacement and Union short term leaves.
- 26.16** If a TPT employee is required to replace an employee other than a Press Operator, they may only be used with mutual consent of the Company and the Union.
- 26.17** The use of TPT employees shall be limited to six (6) months for any individual employee on S&A or WCB.
- 26.18** Seniority has preference prior to any TPT being assigned within the department which he is assigned at the start of the shift. The preference of assignment is at the beginning of the shift only.
- 26.19** When a group of employees are moved to other work during the course of the day, due to line shutdown, seniority employees will be allowed to select their work assignment on the new line over TPT employees being moved to the new available work. There will be no job bumping of employees for any reason while a job is running.
- 26.20** If it becomes necessary to assign bargaining unit employees to a shift other than their regular shift while the Company is utilizing TPT employees, then TPT employees will be assigned to that shift prior to bargaining unit employees being assigned unless TPT employ-

ees **would** outnumber bargaining **unit** employees in the classification on the shift to which they are assigned.

When a midnight shift is in operation while the Company is utilizing TPT employees and not enough bargaining unit employees have volunteered **to** fill the shift, the TPT employees will be assigned to the midnight shift prior to bargaining unit employees being assigned unless TPT employees would outnumber bargaining unit employees in the classification on that shift.

NOTE: Nothing in this sub-article is **to** be construed as limiting the Company's right to use and assign TPT's in accordance with any sub-article above.

ARTICLE XXVII - EFFECTIVE DATE AND DURATION

27.01 Subject to the following, the wage rates and classifications set out in Schedule "A" shall be effective from the 30th day of September 2001. Any increase in rates and benefits to employees provided under this settlement apply to employees at **work**; such increases apply to employees on layoff, leave of absence or on sickness and accident only on their return to **work**.

27.02 This Agreement shall remain in effect until the 30th day of September 2004 and for further periods of one (1) year, unless notice shall be given, by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from ninety (90) to thirty (30) days prior to the renewal date. Failure of either party to **give** such notice

shall mean that this Agreement has been renewed for a period of one (1) year.

IN WITNESS WHEREOF the parties have hereunto set their hands **as** of the day and year first above written.

CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric, Plant Manager
Sara Mac Donald, Human Resources Manager

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS**

**UNION OF CANADA, C.A.W. AND ITS
LOCAL 195**

Debbie Fields, National Rep
Danny Quick, Plant Chairperson
Joe McTaggart, Plant Vice Chairperson
Rick Hamilton, Plant Recording Secretary
Joe Decaire, Bargaining Committee

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

CLASSIFICATION	Effective Sept. 30, 2001	Effective Sept. 30, 2002	Effective Sept. 30, 2003
Maintenance and Repair Class "A"	\$25.61	\$25.91	\$26.41
Tool and Die Repair/Machine Tool Operator "A"	\$25.61	\$25.91	\$26.41
Jitney Repair Class "A"	\$25.61	\$25.91	\$26.41
GROUP II SEMI-SKILLED			
Maintenance and Repair Class "B"	\$24.01	\$24.31	\$24.61
Die Setter	\$24.01	\$24.31	\$24.61
GROUP III OCCUPATIONAL			
Automatic Press	\$23.65	\$23.95	\$24.25
Inspector	\$23.50	\$23.80	\$24.10
Jitney Driver	\$23.50	\$23.80	\$24.10
Seam Welder	\$23.50	\$23.80	\$24.10
Press Operator Production Welder Checker, Brazer Tester, Solderer	\$23.45	\$23.75	\$24.05
Yardman	\$23.45	\$23.75	\$24.05
Crane Operator	\$23.45	\$23.75	\$24.05
Labourer, Oiler	\$23.40	\$23.70	\$24.00
Tractor Trailer Driver	\$23.40	\$23.70	\$24.00
Custodian	\$23.40	\$23.70	\$24.00

SCHEDULE "B" RULES AND REGULATIONS

	1 st Offence	2 nd Offence	3 rd Offence
EQUIPMENT			
Tampering with safety devices	3 days suspension		
Breaking or damaging equipment, or double hitter or mislocation.	Warning	3 Day Suspension	Discharge
Abuse or deliberate destruction of the company's Property, tools , or equipment	Discharge		
CONDUCT AND BEHAVIOUR			
Use of or possession of <i>narcotics</i> , drinking or possession of alcoholic beverages while on Company Premises	Discharge*	Subject to the provisions of the Ontario Human Rights Code	
Reporting for work while under the influence of alcohol or <i>narcotics</i>	Discharge:		
Theft	Discharge		
Fighting	Discharge		
Gambling	Discharge		
REPORTS			
Falsification of time cards	Discharge		
PROTECTIVE CLOTHING AND EQUIPMENT			
Failure to wear protective clothing or use of safety devices	Warning	3 day suspension	Discharge

of individual dies, company assets and property, etc. If an employee receives a warning related to equipment he must be changed to another operation or the employee can elect to go home for the balance of his shift with the resulting loss of pay. The employee shall return on the next shift to report for work. A three day suspension shall include the day of occurrence of the infraction. These provisions shall also apply to probationary employees. Progressive disciplinary action outlined for breaking a double hitter or mislocation shall depend on the circumstances involved, and will be reviewed by the Company and subject to grievance procedure.

MACHINE REPAIR "A" - Machine repair is an employee who can meet and pass the company's qualifications. He must also be willing, able and qualified to accept and discharge responsibility and must also be able to perform and instruct in the operation, repair, rebuild and dismantle of all types of equipment and tools, without instruction. Operate any and all equipment required to complete his job function including tool room equipment

TOOL & DIE REPAIR;

TOOL MACHINE OPERATOR "A" - Tool & die repair is an employee who can meet and pass the company's qualifications. He must also be willing, able and qualified to accept and discharge responsibility and must also be able to perform and instruct in the operation, repair, rebuild and dismantle of all types of tool and dies without instruction. Operate any and all equipment required to complete his job function including tool room equipment.

The division of the maintenance and tool & die repair tool machine operator group will not constitute any changes in job duties as currently in practice prior to September 30, 1992.

If a reduction occurs, the reduction will take place according to plant seniority in the affected classification of machine repair "A" or tool & die repair, tool machine operator "A".

Provided there is an opening available and the employee meets all other Company criteria, a machine repair "B" or tool & die repair, tool machine operator class "B" employee may be advanced to the class "A" classification upon meeting the following qualifications: that he be able to instruct; have advanced welding abilities; blueprint reading ability and

advanced machine shop practice abilities, or have completed a C.A.W. Training program supplying a recognized journeyman's card. Guidelines for St. Clair College courses necessary for employee upgrading will be mutually agreed upon by Company and Union.

MACHINE REPAIR CLASS "B" OR TOOL AND DIE REPAIR MACHINE OPERATOR CLASS "B" TRAINEE-

is an employee who works within the classification of Machine repair "B" or tool and die repair/machine operator Class "B" for a period of two (2) years as a training period. When an employee is transferred to Machine Repair "B" or Tool and Repair Machine Operator Class "B" Trainee Classification, he shall receive the rate of pay in effect for his original classification for the first half of his training period and for the second half of his training period he shall receive a pay increase equal to one-half (1/2) the difference between said classifications. After completion of his training period, he shall receive the full rate of Machine repair "B" or tool and repair machine operator Class "B" classification in accordance with Schedule "A" of the Collective Agreement if he is willing, qualified and able.

MACHINE REPAIR "A" OR TOOL AND DIE REPAIR MACHINE OPERATOR CLASS "A" -

if an employee employed in the classification Machine repair "B" or tool and repair machine operator Class "B" and having completed his training period for said classification attends classes in a recognized institution and obtains a recognized journeyman's card in the field of tooling and repair, he shall be given preference for any Company opening

in Class "A" if he is willing, able and qualified to meet the requirements of this classification.

DIE SETTER- is an employee who can set up all presses and dies to try out, and produce a production quality part without aid or instruction.

DIE SETTER TRAINEE - is an employee who works within the classification for a period of one (1) year as a training period. If an employee is transferred to this classification, he will remain at his present classification rate of pay for six (6) months.

After six (6) months he will receive a pay increase equal to one-half (1/2) the difference of his classification rate to the prevailing rate of pay within the Die Setter Classification. After one (1) year, he shall receive the full rate of the Die Setter Classification in accordance with the wage rate in this Schedule "A" if he is qualified.

LEADER -a group leader will receive an additional twenty-five (25) cents per hour to his classification during his appointment as a leader. Employees classified as leaders by July 1, 1974 will receive twenty-five (25) cents above the Die Setter classification.

AUTOMATIC PRESS OPERATOR-is an employee who is capable of running, maintaining and setting up an automatic press while assigned to that press without aid or instruction.

YARDMAN - is an employee who can safely operate the following equipment, overhead crane and jitney. Is an employee who is responsible for maintaining the die storage

area, preparing dies and their accessories for installation or storage and unloading material or equipment as required.

CRANE OPERATOR- is an employee who can safely operate the following equipment, overhead crane and jitney. Is an employee who is responsible for the maintaining of the steel storage area, receiving and unloading trucks, moving dies as required, storage and unloading of equipment as required, and the preparation and loading of steel or material for the automatic press use if requested. This does not restrict or limit the use of the crane by classification Group I, Group II, and the automatic press in the performance of their work.

The Company has the right to determine the number of employees in the above classifications.

All employees in the classification of Maintenance and Repair Class "A" as of December 1, 1972 will remain top seniority in the classification.

If any employee is used as a helper to a Skilled trade or Semi-skilled trade, he will receive the rate of pay of his normal classification.

With the exception of Group I, the starting rate for new employees hired on or after September 30, 1989 shall be as follows:

Start - 26 weeks ...70% of base wage
27 - 52 weeks80% of base wage
53 - 104 weeks90% of base wage
After 104 weeks ..100% of base wage

75

Employees start rate for new employees hired in Group I Skilled, on or after September 30, 1989, shall be as follows:

Start- Fifty-Eight (58) scheduled days worked as per Article V - Seniority.....90% of base wage

After first pay period after attainment of seniority100% of base wage

Base wage shall mean the rate for the classification in which they are working.

Should any government legislation or regulation increase the above rates, these rates shall automatically conform.

LETTER OF AGREEMENT
Re: Holiday Pay

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The Company agrees that employees will receive all their Christmas Holiday pay on that last payday prior to the holiday period of each year covered by the union contract.

Should any employee fail to qualify for the Holiday or Holidays, then the Company shall be entitled to recover the payment made for the Holidays on the next pay that the employee would receive following the holidays.

For the weekly pay period prior to the Christmas Holiday period, the Company agrees to pay the accumulated overtime for all overtime hours worked that week, up to but not including the overtime worked the day before such holiday period, with a separate cheque.

Such payment will be considered an advance and will be adjusted from the employees' regular pay cheque for that pay period upon their return to work.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT Re: Seniority Transfer

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

During negotiations the below listed procedure was agreed to in dealing with the transfer of employees during the work day.

- (a) Employees with the highest seniority will be the last transferred out of their assigned department, at the beginning of the shift, when work is not available in their department.

If a job in a department must be shutdown within the first sixty (60) minutes of the start of the shift, the lowest seniority employee(s) in the department will be transferred out of the department, provided the more senior employee(s) whose job is being shut down wishes to assume the job(s) of the lower seniority employee(s) being transferred out.

Employees cannot bump or transfer to jobs being performed by other employees in the department who are not being transferred out.

This will not apply if the transfer is for reasons of equipment, tool breakdowns, and acts of god. Employees on steady shifts assume the lowest seniority position in the department they are working in while working on their offshift.

Employees reporting late to work will not exercise any department seniority rights.

- (b) During the shift, when a line is being shutdown and not all employees from that line **are** being sent out to different departments, the supervisor will give high seniority employees being affected the option to remain in the department on what work is available for startup or accepting the transfer out of the department, work available does not include work currently being performed by other employees in the department at the time of shutdown.
- (c) Employees on a specific job due to a disability or injury will be exempt from transfer.
- (d) Any employee transferred under the terms and conditions set out above to another department for that day will not be able to apply the options of this clause in the department they are transferred to.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea,
Plant Manager

LETTER OF AGREEMENT
Re: Inspector Classification

September 30, 2001

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir:

The Company agrees to maintain two (2) bargaining unit employees in the classification of inspector, through the term of the collective agreement as long as they are willing, able and capable of doing the job as required.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

**LETTER OF AGREEMENT
Re: Benefits Carrier**

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, **Ontario**

Dear Sir

Per Article XIV, Social Security, all benefits will be related **as** Green Shield or equivalent, but not to include Blue Cross **as** carrier.

The Company agrees to assist employees and Union in the processing and settlement **of** claims as long as the employee signs a consent. The Company will also set-up a meeting with the carrier, Company, and Union to outline our desire to have prompt service, notify carrier of personnel who will be contacting them for service, and discuss our benefit package.

The above understanding is per negotiations meeting of July **16, 1980.**

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Treatment Facility

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

This letter will confirm the discussions during our recent negotiations that in the operation of Clause 16.02, the employee concerned and/or the First Aid Man will send **the** injured employee to an available facility for treatment being one of the below:

- (1) Windsor Regional Hospital - Metropolitan campus
- (2) Hotel Dieu Grace Hospital -- Hotel Dieu Site
- (3) A requested designated treatment facility approved by the Company, such requests will not be unreasonably withheld.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

**LETTER OF AGREEMENT
Re: Contract Administration**

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

During negotiations the Company and Union agreed to contract revisions and abide by the terms and conditions of the Collective Agreement

The need for co-operative improvement ~~was~~ discussed in the area of: sickness and accident claims and administration: attendance and hours of work and Workers Compensation Claims and administration.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Payroll Summary

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

It is agreed that the company will show year-to-date information on employee weekly pay stubs.

The information shown shall be the same **as** that which is currently listed on quarterly statements which **are** now issued **to** employees.

Quarterly statements will no longer be issued.

This change will be implemented within six (6) months of the ratification of this collective agreement.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Canada Savings Bonds

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir,

During the recent negotiations the Company and Union **agreed** to provide payroll deductions for the employees to purchase **Canada Savings Bonds**, conditional on the following:

(i) that deductions will be made on each payroll cheque received by the employee until the bond payments are completed;

(ii) that bond applications will be taken once each year and will be subject to the terms and conditions set out by the issuing body, that such employee applications will automatically be cancelled should the employee miss any payments due to absence;

(iii) that employees who voluntarily cancel their application will not be permitted to apply for a Savings Bond the following year.

(iv) that such Saving Bond applications will commence at the first available opportunity following the ratification of the Collective Agreement.

Respectfully **Yours,**
CENTRAL, STAMPINGS

Victor Manea
Plant Manager

LETTER OF AGREEMENT Re: Credit Union Deduction

September 30, 1998

Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

During the recent negotiations the Company has reviewed your concern regarding the present Credit Union and your desire to allow employees to transfer to another Credit Union.

- (i) The Company can agree to provide duplicate Credit Union deduction under the following terms and conditions:
- (ii) that only one designated additional Credit Union be identified by the Union; that deductions for such designated Credit Union will commence on the first pay following January 1, 1990;
- (iii) that effective January 1, 1990 only applications to the newly designated Credit Union will be processed;
- (iv) that effective with the pay ending June 30, 1991, only deductions for the designated Credit Union will be processed by the Company after this date; resulting in there being only one, the designated credit union, for payroll deductions.

It is not the intention of the Company to force employees to participate in one Credit Union as opposed to another, but due to the expense of administration, can only allow for payroll deduction to one designated Credit Union.

Respectfully Yours,
CENTRAL STAMPINGSLIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Lockers

September 30, 1998

Mr. Danny Quick
Plant Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

The Company agrees to provide all active seniority employees, lockers, to be assigned and designated by the Company.

Respectfully **Yours**
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Third Shift Safety Committee Representation

September 30, 1998

Mr. Danny Quick
Plant Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

In regard to your concern that should a third shift be scheduled, no Union Safety Committee representative would be available, the Company agrees to recognize a representative **as** designated by the Union Safety Chairman for this purpose.

The Union agrees to recognize a management representative designated by the Company for such third shift

Such designated representative shall be subject to the same terms and conditions **as** the other union safety committee members but will not be required to attend Safety **Committee** Meetings.

The recognition of such third shift representative shall be contingent on the scheduling of the third shift

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Quality Issues

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The Company has considered your request to provide input to quality related issues **as** submitted by the members of the bargaining unit.

The Company will institute, upon ratification, an opportunity for the Plant Chairman to meet with the Plant Manager and the Quality Assurance Manager monthly to discuss such issues.

The Quality Assurance Manager will respond to your concerns in writing within five (5) working days of such meeting or such additional time **as** may mutually be acceptable.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT Re: Labour Pool

September 30, 1998

Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

During the recent negotiations the Company and Union agree that continued use of the Labour Pool is beneficial to both parties.

The Company agrees to maintain the Labour Pool as it presently exists and will continue to be bound by the conditions set out below:

That the Labour Pool is to provide training and experience in various classifications to supplement the regular workforce in the case of absence, sickness, vacation or excessive workloads;

The number of employees in the labour pool will remain at current level, any vacancies will be posted.

That Labour Pool positions shall be provided for Die Setters, Automatic Press Operators, Yardman, Jitney Drivers and Crane Operator.

Any vacancies which occur in the Labour Pool List will be filled by the most senior employee who has applied for the posting.

Employees may only hold one (1) labour Pool position

Only employees from the Press Operator and Labourer classification can apply for a posting in the Labour Pool.

Company and Union agree no one individual will be consistently utilized.

When an employee is being used from the Labour Pool for excessive work load and this period exceeds ten (10) days, then the Union and Management Labour Pool **Committee** will discuss the possibility of a time extension.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Sickness and Accident Dispute

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The Company will provide the Union with the Insurance Carrier's 1-800 number to discuss disputed claims. If requested a conference call will be **set** up in 5 days with the Carrier, the Company and the Union as long **as** the Employee has signed the release for waiver of information.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Labourer Classification

September 30, 2001

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir:

- (1) The Company agrees to continue the classification of Labourer through the term of this Agreement.
- (2) The number of employees will be maintained unless there is a reduction in the workforce and their seniority will apply as per the Collective Agreement, subject to paragraphs 4 and 5 below.
- (3) It is agreed that Labourers can run a press when all press operators on their assigned shift are operating a press and no one is performing a labourers job other than an employee in the classification on the shift.
- (4) The parties have agreed that this position will be phased out. Employees in the classification as of May 15, 2001 may notify the company by September 24, 2001 whether they will remain in the classification or be reclassified as Press Operators for October 1, 2001.
- (5) There will not be any further postings or additions to the labourer classification and once a person has left the labourer classification for any reason, they may not return to that classification.

Respectfully Yours,
CENTRAL STAMPINGS **LIMITED**

Zdravko Mlinaric
Plant Manager

LETTER OF AGREEMENT
Re: First Aid Certificates

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

The Company will pay the cost of the test necessary for renewals to Standard First Aid Certification, on Company time, for First Aid Attendants in the plant.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT Re: Steady Shifts

September 30, 1998

Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

During the recent negotiations the Company and Union agreed to the continued allowance of steady shifts and to be bound by the conditions set out below:

- (i) The Company will co-operate with individual employee requests in regards to steady shift changes, **as long as** management obligations can be met;
- (ii) that any employee wishing to work on a steady shift must find an employee willing to work a steady shift on the opposite shift;
- (iii) that each employee will be of the same job classification;
- (iv) that each employee will transfer to the department that the employee they **are** replacing normally works;
- (v) that employees wishing to request steady shifts do so at least two (2) weeks prior to their regular shift rotation, in writing stating the name of their replacement, **period** steady shift requested, reason for request, and signed by both employees on company supplied forms;
- (vi) that such steady shifts will be limited to full periods of shift rotation;

(vii) Such steady shifts will be limited to thirty-six (36) employees maximum on such shifts.

(viii) The Company will provide the Union with updated lists of Employees on steady shifts

Failure of either employee to such steady shift allowance to meet these conditions will cancel the steady shift privilege **and** revert the employees back to their original positions and shifts at the next shift rotation.

Respectfully Yours,
CENTRAL STAMPINS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Vacation Schedule

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

In regard to Article 10:02 of the Collective Agreement, the Company will make all reasonable efforts to agree to an employees' request by the use of TPT if required, in the Press Operator classification.

Such approval will be conditional on the Company's obligations and ability to meet its customer requirements.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Weekend Overtime

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

The Company will co-operate with the Union in scheduling six (6) hour shifts on Saturday and Sundays, with a paid twenty (20) minute lunch period and no breaks.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: New Technology

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The parties agree that with the introduction of new technology, it is important that advanced planning be made for on the job training to afford bargaining unit employees to become acquainted with the new equipment.

It is agreed that the workers affected by new technology should have the opportunity to apply themselves to the new skills and the new technology applied to their jobs.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Lunch Time Clocking

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

Any employee leaving the Company Building at lunchtime must punch out his time card prior to leaving the building and punch in his card upon returning.

Employees may punch out during the five (5) minute wash-up period, after the first buzzer.

Any employee found stopping work or leaving their work station prior to the first buzzer will be subject to disciplinary action.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Quality Control Inspectors

September 30, 2001

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear **Mr**

During the 1986 negotiations the question of Quality Control Inspectors has been discussed.

It is the Company's intent to utilize these employees in area(s) of the plant for the purpose of Inspection and Checking of Parts.

Such employees in this classification will have the ability to **share** overtime in Article VIII and related clauses in the Collective Agreement.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF AGREEMENT

Re: Maintenance "B" and Tool and Die Repair "B"

September 30, 1998

Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

To meet the requirements of a Maintenance "B" Trainee or Tool & Die Repair / Machine Operator Class "B" Trainee Posting, the employee applying must meet the following:

1. Mechanical Aptitude Testing - Company will administer the Bennett Mechanical Comprehension Test to all applicants.
2. Instrument Testing - Company will require applicants to demonstrate ability to read and use the following:
 - (a) Vernier- Inside dimension • outside dimension
 - (b) Caliper- Inside dimension- outside dimension
 - (c) Micrometer- thickness measurement
3. Blueprint Reading - List identifiable items or measurements **from** a basic non-automotive drawing.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF AGREEMENT
Re: Call-In Procedure

September 30, 2001

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir.

The Company will install a separate telephone line for all employees to report their absence. This will be installed in the security office by February 15, 2002.

This telephone number will be provided to the employees as soon **as** it is available.

Employees **are** to provide the following information when calling:

NAME
BADGE NUMBER
DEPARTMENT
SUPERVISOR'S NAME
REASON **FOR** ABSENCE
EXPECTED DATE OF RETURN

All telephone messages **are** recorded and retained by Human Resources.

Until implementation, employees will continue to call
945-4367

Respectfully Yours,
CENTRAL, STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF AGREEMENT
Re: Vacations

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The Company will meet with the Union prior to May 15 each year, to review company requirements to meet obligations and vacation scheduling for summer months.

The Company, shall whenever possible give consideration to vacation requests by plant seniority, within classification, while maintaining their management obligations.

Consideration will be given wherever possible to requests for three (3) weeks consecutive vacation during July and August, from employees with ten (10) years seniority or more.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

**LETTER OF AGREEMENT
Re: Common Law Spouse**

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

Effective on the ratification of the collective agreement, to which this letter is attached, the Company will accept for coverage under Social Security the common-law spouse of an employee provided the employee has lived with his common-law spouse for at least ~~three~~ (3) months.

Proof of the ~~three~~ (3) month *co-habitation* will be provided by the employee with a notarized statement ~~that~~ he has lived with the common-law spouse for at least three (3) months or a letter to the employer at the beginning of the *co-habitation* and the benefits to begin after the three (3) month period.

The coverage will be limited to one common-law spouse, at any one time ~~per~~ the above qualifications.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Last day worked before Christmas

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

It is agreed that on the last day of work prior to the Christmas shutdown period, the company will schedule employees to work on **six (6)** hour shifts.

Payment shall be for hours worked.

Respectfully Yours,
CENTRAL STAMPINGSLIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Form 7

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir

The company agrees to provide the union with copies of Form 7, provided permission from the injured employee has been obtained in writing for each occurrence.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

SUPPLEMENTAL AGREEMENTS PER NEGOTIATIONS

September 30, 2001

1. The Company agrees to supply coveralls for employees required to perform unusually greasy or dirty jobs; e.g. Cleaning washer, cleaning or dismantling equipment, cleaning oil and grease from press pits. Both Lined and unlined disposable coveralls will be available. The Company will provide disposable coveralls with pockets.
2. The Company agrees to provide the Union with 250 copies of the Collective Agreement within three (3) months after text approval, after it has been printed in a Union Shop.
3. The Company, during the term of the Agreement, will continue with its drug and alcohol abuse rehabilitation program as in the past. Should one of our employees need or request assistance in regard to a program of rehabilitation in this regard the Company will be receptive to attempt co-operation between the Union and the Company in aiding its employees, as it has in the past.

The Company and the Union when mutual agreement has been reached, will allow an employee to attend a recognized rehabilitation program and upon successful completion return to work, in a period not to exceed 4 months.
4. The Company will supply parkas for employees who work outside intermittently as required.
5. The Company will attend negotiations for the renewal of the Collective Agreement at Local 195 Hall per invitation of bargaining committee at no charge.

6. The Company will keep the washroom area clean on the afternoon shift and the midnight **shift**, **as** current practice.
7. The Company will maintain the current practice regarding safety boot vendors and employee purchase practice, and institute direct deposit for employee payment.
8. Employees will receive their vacation pay by the last pay day in June.
9. The Company will review and determine additional Leaves of Absence for bereavement of family members on an individual basis, dependent on circumstances, length of request and management obligations.
10. The Company agrees whenever a Tractor Trailer owned by Central Stampings Limited is in use. the employee in said classification will be the driver. The Company will maintain current driving practices.
11. Agreed between the parties that once an employee **has** punched in for overtime on the shift he is currently working or has accepted an overtime assignment, overtime is no longer voluntary. Attendance disruptions referable to overtime assignments shall be dealt with in the same way **as** attendance disruptions during the regular work day.
12. The Union will supply the Company with the average amount of over time hours to be credited to persons on steady **shift** pursuant to Article **8:06**. Company will review and enter such hours if they agree with the figure. In the event Company does not agree, Union will provide explanation of how the figures were calculated.

13. **The** Company will co-operate in allowing Employees to switch shifts with another employee of the same classification for a period of one day when written notice of five (5) days is given to the Company. Both Employees must sign the notice.
14. The Company agrees to provide **S&A** forms to the Union in order that the forms are readily available to bargaining unit members on any shift.
15. The Company will re-assign Employees by department to other existing clocks, eliminating the use of the clock located by Press #306. However, if there is abuse such as being late to work stations or leaving early to punch out or any other related matters, the Company will advise the Union Committee and reserves the right to re-use the clock at #306.
16. The Company will be going to direct deposit. Wages will be paid every Thursday by 10:00 A.M.
17. The Company agrees to maintain a bargaining unit member in the classification of Jitney Repair "A" as long as there is a qualified bargaining unit member available. A person qualified for this position must have a current Ontario Government Class "A" Mechanics License, Propane Vehicle Repair Certificate and Hydraulics Certificate.
18. Employees will be allowed to punch in for the start of their shift at any clock

For the Company,
Zdravko Mlinaric
Plant Manager

For the Union,
Danny Quick,
Plant Chairman

LETTER OF AGREEMENT
Re: Benefit Booklet

September 30, 1998

Mr. Danny Quick
Union Chairman
Central Stampings Limited
Windsor, Ontario

Dear Sir,

The Company will arrange with Great West Life to supply 200 copies of a benefit booklet, no later than April 1st of the first year of the Collective Agreement..

The Company will also arrange for Great West Life to provide copies of the updated benefit policies.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Departmental Changes

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear **Sir**,

The Company will advise and meet with the Union to discuss any permanent changes in the present departments in advance of such changes being made. It is agreed that it is management's right to implement changes.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Employee Punch-In

September 30, 2001

Mr. Danny Quick
Union Representative
Central Stampings Limited
Windsor, Ontario

Dear Sir,

It is agreed and understood between the parties that Employees of the Company who come to work without their identification badges will be clocked in or out by their supervisor to a maximum of 3 times per calendar year. After the third occurrence, employees will be sent home or will be required to purchase a replacement card

Replacement cards will be provided by the Company at a cost of ten dollars (\$10.00) per replacement card for the first two cards in a calendar year. For the third and successive card the cost will be \$25.00. This amount will be deducted from the employee's pay cheque. The first replacement card in a lifetime is free. Worn cards will be replaced free of charge.

Errors in paycheques which are referable to an employee's failure to punch themselves in or out shall not be corrected until the next pay period.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING

Re: **S.U.B.**

September 30, 1998

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir,

The parties spent considerable time discussing payment of S.U.B. benefits and the hardship created when U.I. benefits are held through no fault of the employee. Therefore the parties agree as follows:

- 1/** The Employee must provide the Company with proof that he has registered for Unemployment Insurance benefits.
- 2/** Commencing for the pay period ending three weeks after the employee has provided proof of registration, the Company shall pay the Employee the S.U.B. benefits the Employee would have received in accordance with the plan if the U.I. benefits had also been received and shall thereafter provide such benefit weekly. Where the Employee provides evidence it is a re-opened claim the employee will have immediate eligibility and will receive a cheque for the pay period ending the first week after layoff.
- 3/** The Employee must fill out the S.U.B. application form as they normally do and must provide the Company with their Unemployment Insurance stubs as soon as they are available.
- 4/** The Company will not provide benefits for more than one week's entitlement in any one

week. Employees who **are** late in handing in proof of registration will not be allowed to “catch-up” their benefits by means of extra cheques.

- 5/** The Company will only be obligated to pay the benefit set out in Paragraph 2 above to a maximum of 4 weeks without receiving cheque stubs to cover the weeks paid and those that will become payable.
- 6/** If the Employee fails to qualify for U.I. benefits and consequently for S.U.B. benefits or if it is found that the Company has overpaid **S.U.B.** benefits, the Company may adjust future S.U.B. cheques to recover the amount or may deduct such amounts overpaid from any monies which may become due to the Employee from the Company. If the Company is unable to recover overpayments within six months by such means, the overpayment shall become a debt due to the Company which may be recovered by the Company against the Employee.
- 7/** Prior to receiving benefits under this letter the Employee will be required to sign a letter agreeing to the above terms and also allowing UIC to release information to the Company regarding the employee.
- 8/** The parties agree that this letter will be null and void in the event the letter is found not to comply with governmental legislation.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

Central Stampings Limited

This **will** certify that
applied for Unemployment Insurance Benefits on
20 . This is not a reopened claim.

U.I.C. Officer

LETTER OF UNDERSTANDING
Re: Credits of OT

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

~~Dear~~ Sir,

Persons who have been granted permission to work on a selected shift for two shift rotations (ie. two (2) week **peri-ods**) in 6 weeks shall, at the end of his second selected shift rotation be credited with the average hours of his home *shift*.

Example - 2 weeks - Home Shift

2 weeks - Selected Shift
2 weeks - Home Shift
2 weeks - Selected Shift
X credited with average hours.

Respectfully **Yours,**
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Smoking Area

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor Ontario

Dear Sir,

The Company will provide two enclosed trailers for a smoking area: approximately 8 to 12 ' wide and 20 to 40' long. - with windows that can open - exhaust fan - heater - picnic tables will also be provided outside area for lunch

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: New Hires in Skilled Trades

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor Ontario

Dear Sir,

New employees hired in Group I - Skilled Trades on or after September 30, 1995 shall have eligibility for benefits set out in Article 14.01 (a) (b) (c) (d) (e) (g) (h) effective the first of the month following fifty-eight (58) scheduled days worked.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Doctor's Notes Requested by
Insurance Coverage

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor Ontario

Dear Sir,

The Company agrees to work with the Union if the Insurance Carrier is requesting excessive Doctor's notes referable to any one claim.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

**SUPPLEMENTAL AGREEMENT
TO 1995 NEGOTIATIONS
Re: Pension Plan**

September 30, 1998

Increases in retiree pension rates and life insurance do not apply to persons who were laid off and do not return, terminated or quit their employment at Central Stampings.

The date of determination of the rate of pension shall be the rate in effect on the last day worked by the employee with the following exceptions:

- I. Employees who after their last day worked, were unable to work at Central Stampings due to sickness or accident for which they collected benefits for S&A or L.T.D. from any company sponsored plan; and
- II. Employees who, after their last day worked, were unable to work at Central Stampings due to an accident which occurred at Central Stampings and for which they collected W.C.B. or WS&IB benefits

The date of determination of the rate of pension for the employee noted as exceptions in I and II above shall be either the rate which is in effect on the day they retire or the rate which is in effect on the day they accrue their last pension credit, whichever is first

The Company will have the pension plan actuaries to rewrite the pension plan document to incorporate all changes.

LETTER OF UNDERSTANDING
Re: Disputed Weekly Indemnity
and L.T.D. Claims

September 30, 1998

Mr. Danny Quick
Union Chairperson
Central Stampings Limited
Windsor Ontario

Dear **Sir**,

The parties spent considerable time at negotiations discussing a resolution process for insured Weekly Indemnity claims and L.T.D. claims which **are** denied by the insurer on the basis that the Employee is not medically entitled to the benefits. The parties agree that the following process must be used to process insured weekly indemnity and L.T.D. claims.

1. In the event a claim is denied and the Union disputes the denial, the Employee shall sign a waiver form allowing the Union and the Company the opportunity of receiving and reviewing all documentation necessary for the proper consideration of the claim.
2. The Union, Company and the Employee shall cooperate to ensure that all parties are given full disclosure of all facts and opinions relevant to any claim for benefits.
3. All claims for benefits shall be submitted through the Company.
4. In the event the claim is denied, the Company shall request from the carrier all documentation upon which it relied upon in denying the claim and to provide copies of the same to the Union.

5. If the claim cannot be resolved to the satisfaction of all parties, the Company will arrange for a medical examination by a duly qualified physician or specialist and shall submit any report received to the carrier, with a copy to the Union and the Employee.
6. In the event that the eligibility for benefits cannot be resolved, the matter may be referred to arbitration in accordance with the contract. The evidence of the Union at the arbitration hearing shall be limited to that provided to the Company at the time a final decision to deny benefits was made prior to arbitration or documentation obtained under subpoena from the carrier.
7. In the event a claim is denied for an injury, illness, or accident which was previously the result of a W.C.B or WS&IB, claim the Employee agrees that information relevant to such claim and which forms part of the W.C.B, or WS&IB file, may be used at an arbitration hearing.
8. In the event the Union is successful at arbitration, the Company will instruct the carrier to pay in accordance with the terms and provisions of the policy.
9. The employee must remain qualified under the terms of the policy.
10. Any changes made by the Company to the present coverage's afforded by the policy may be subject to the arbitration procedure.
11. The Employee and the Union agree to cooperate with the Company in any litigation or other proceedings against the Insurer which may be

taken by the Company. The Employee and the Union agree to fully disclose any information necessary to assist the Company in any such proceedings.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
Re: Centrai Stampings Union Plant Fund

September 30, 1998

Mr. Danny Quick
Union Chairperson
Centrai Stampings Limited
Windsor Ontario

Dear Sir,

The Company will pay into the Central Stampings Union Plant Fund, the sum of two (0.02) cents per hour for all hours worked. Payment will be made as follows:

- April 7th of each year for all hours worked between October 1st and March 31st;
- October 7th of each year for all hours worked between April 1st and September 30th

Calculation will commence for hours worked after September 30, 1995.

Respectfully **Yours,**
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

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**LETTER OF UNDERSTANDING
RE: SUB Benefits**

September 30, 1998

**Danny Quick
Union Chairperson
Centrai Stampings Limited
Windsor, Ontario**

Dear Sir

**For Employees laid off after September 30, 1998, SUB
benefits will be paid at the rate of \$100.00 per week.**

**Respectfully Yours,
CENTRAL STAMPINGS LIMITED**

**Victor Manea
Plant Manager**

LETTER OF UNDERSTANDING
RE: Health and Safety- additional items
agreed to at 1998 negotiations

- 1.** Union members will receive monthly safety talks for a maximum of 15 minutes during the first week of each month. The topic to be discussed will be decided by the Joint Health and Safety Committee. The talk will be delivered by a Union Safety Committee Representative with the Employer present and allowed to participate in each safety talk.
- 2.** The Company will provide, each year, a summary of all chemical substances purchased.
- 3.** All incident reports received by the Company to do with safety will be forwarded to the Safety Committee.
- 4.** Joint Health and Safety Committee is to have the opportunity to view when new machinery is brought into Central Stampings Limited.
- 5.** The Company agrees that the three union members of the Joint Health and Safety Committee, as of December 31, 2001, will be Certified or all given the opportunity to be certified.

Respectfully Yours,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
RE: Benefit Coverage For Dependant Children

September 30, 1998

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir

It is agreed that in order to maintain benefit coverage, dependant children age 18 years to 25 years must be in full time attendance at a secondary school, university or similar post secondary institution.

Respectfully Yours
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

LETTER OF UNDERSTANDING
RE: Special Bid

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir.

The Union and the Company agree that Press Operators and Labourers will be given a one time opportunity to bid into specific departments (as discussed at negotiations) by order of classification seniority.

This posting will go up on November 5, 2001. Employees may submit up to four choices (by order of preference) to Human Resources by November 12, 2001. Employees will be advised of successful bids by November 19, 2001. The Union and Company will meet to jointly evaluate the successful bidders in each department. Employees who are not successful in the bid will remain in their current department if their classification seniority and department requirements permit, otherwise they will be assigned a department by the company.

It is agreed that Department "L" and employees in Department "L" are included in the bid process. However, the company has the final decision on who will be the successful bidders posting into Department "L".

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Leaders

September 30, 1998

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear S u

The Company has discussed with the Union the use of Leaders, appointed by the Company, as defined in the Collective Agreement. The appointed Leaders will be responsible to assist Area Managers to reset robots as needed and make minor adjustments and repairs to robots and dies in order to maintain productivity, uptime, quality, safety and continuous improvement. This does not include programming, development, or experimental work. The appointed Leaders are working members of the bargaining unit in their classification who are cross trained and maintain proficiency to assist in the above. The Leader can assist the Area Manager to direct, monitor, and train other employees as needed.

The Company will implement this on a trial basis with three (3) Employees on day shift and three (3) Employees on afternoon shift beginning in November 1998.

Respectfully Your,
CENTRAL STAMPINGS LIMITED

Victor Manea
Plant Manager

**LETTER OF UNDERSTANDING
RE: COLA**

September 30, 1998

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir

As discussed, the agreement of the parties is that the change to the COLA language in the Collective Agreement effective September 30, 1998, is not meant to trigger any additional increases or pyramiding of the COLA **but** that COLA increases will continue in the same manner they would have except for the roll-in.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Victor **Manea**
Plant Manager

LETTER OF UNDERSTANDING R E Midnight Shift Assignments

September 30, 2001

Danny Quick
Union Chairperson
Centrai Stampings Limited
Windsor, Onatrio

Dear S u

It is agreed that despite the provisions in Article 9.04 for shift assignments, the following procedure will apply to the midnight shift:

1. Assignments will be for two weeks at a time.
2. The Union will continue their current practice of advising the Company who will be assigned.
3. Assignments are in reverse order of classification seniority.
4. Once midnight shift requirements are determined, the employees will be assigned in reverse order of classification seniority with each person in a classification taking a turn through a rotation until the seniority list is exhausted.
5. However, if there are volunteers for the midnight shift, they will act as substitutes for the most senior persons in the classification who would otherwise have been assigned.
6. Employees who have had volunteer substitutes will be treated, for purposes of assignment, as though they had filled their assignment and will

not be required to take another assignment until their name comes up again in the rotation.

7. If more volunteers **are** available than are required then the highest seniority volunteers will be chosen for the **shift**. If a volunteer would have been assigned to a midnight shift had there been no volunteers then another employee cannot exert seniority over him to take the shift.

Respectfully yours,

CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Chairperson's Hours

September 30, 2001

Danny Quick
Union Chairperson
Centrai Stampings Limited
Windsor, Ontario

Dear Sir:

To accommodate the administration of the collective agreement **and** to deal with grievances, the Company agrees with the Union suggestion to have the Chairperson overlap shifts. The Chairperson must advise the Company by September 24, 2001 whether he will be working 6:45 AM to 3:15 PM or 8:00 AM to 4:30 PM. The choice of hours will be put into effect for September 30, 2001. Once a choice is made it is a permanent choice and will become the Chairperson's designated shift.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Set Up

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

The Union **agrees** to work with the Company to improve set-up time. Operators on the line will be used to assist the die setters, in all aspects of the changeover procedure, to increase efficiency and uptime of the line. Specific duties and procedures will be worked out at the shop floor level with operators gradually taking on more responsibility in the change over procedure. It is agreed that clamping and unclamping will not be part of the process at this time.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Disciplinary Records

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

The parties agree that on September 2001 all employee disciplinary records will be cleared of written warnings.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Computer

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear S u

It is agreed that the company will provide the Union with a computer and a printer **by** October 1, 2001.

Respectfully yours,
CENTRAL STAMPINGS **LIMITED**

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Increases for Fenech/Green

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

It is agreed that Mario Fenech and Don Green will receive a wage that is \$0.25 over the Die Setter rate for the time that they are actively working as leaders.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Pension Credits for Full Time Union Leave
for Lamont and Logan

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

Despite the provisions of Article 18.02, the parties agree as follows:

1. Fred Lamont for the hours after September 30, 2000. Fred Lamont will have time spent on full-time Union Leave deemed as hours worked for the purpose of calculating pension credits, to a maximum of 1700 hours in a contract year.
2. Gerry Logan for the hours after September 30, 2000. Gerry Logan will have time spent on full time Union Leave deemed as hours worked for the purpose of calculating pension credits, to a maximum of 1700 hours in a contract year. However, the Union will pay the Company for the cost of pension contributions and administration for all such deemed hours. If the Union fails to pay, deemed crediting shall be discontinued.
3. **This** only applies to the leave commencing February 7, 1994 for Fred Lamont and the leave commencing November 3, 1997 for Gerry Logan. If at any time they return to work at Central Stampings, the arrangement will cease and they shall not receive pension credits for any subsequent leaves.

4. Pension credits for Logan and Lamont will be **capped at a maximum of 30 years and deemed** crediting will not continue once Logan and Lamont have 30 years of pension credits (including non-deemed credits)

5. The pension plan document will be amended to provide that pension credits accrue only for leaves for Union Business that commenced prior to June 8, 2001 and that deemed crediting will cease when the member has 30 years of pension credits.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Audio Reimbursement Plan for Retirees

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

It is agreed that retirees will be eligible for reimbursement for the purchase of hearing aids to a maximum of \$350.00 per Agreement. Reimbursement can be obtained by submitting a bonafide receipt for purchase to the Company.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Retiree Benefits (1)

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

Retiree benefits do not apply to persons who were terminated or who quit their employment with Central Stampings Limited.

Retiree benefits do not apply to persons who were laid off from Central Stampings unless:

1. For employees hired before June 11, 2001 – if they retire within five (5) years of the layoff.
2. For employees hired on or after June 11, 2001 – if they retire within one year of the date of lay-off.

Respectfully yours
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

LETTER OF UNDERSTANDING
RE: Retiree Benefits (2)

September 30, 2001

Danny Quick
Union Chairperson
Central Stampings Limited
Windsor, Ontario

Dear Sir:

It is agreed that all retiree benefits set out in the Collective Agreement will only be available to persons who retire at age fifty-five or greater.

Respectfully yours,
CENTRAL STAMPINGS LIMITED

Zdravko Mlinaric
Plant Manager

2001

JANUARY 2001							JULY 2001						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31				29	30	31				

FEBRUARY 2001							AUGUST 2001						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
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18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28				26	27	28	29	30	31	

MARCH 2001							SEPTEMBER 2001						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30						

APRIL 2001							OCTOBER 2001						
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8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30						28	29	30	31			

MAY 2001							NOVEMBER 2001						
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20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	

JUNE 2001							DECEMBER 2001						
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17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29
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2002

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2003

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2004

JANUARY 2004							JULY 2004						
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25	26	27	28	29	30	31	25	26	27	28	29	30	31

FEBRUARY 2004							AUGUST 2004						
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22	23	24	25	26	27	28	22	23	24	25	26	27	28
29							29	30	31				

MARCH 2004							SEPTEMBER 2004							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	4
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21	22	23	24	25	26	27	19	20	21	22	23	24	25	
28	29	30	31				26	27	28	29	30			

APRIL 2004							OCTOBER 2004						
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18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
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MAY 2004							NOVEMBER 2004						
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16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30				
30	31												

JUNE 2004							DECEMBER 2004								
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13	14	15	16	17	18	19	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	19	20	21	22	23	24	25		
27	28	29	30				26	27	28	29	30	31			

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