

Collective Agreement

between

DANA CANADA INC.

VICTOR PRODUCTS PLANT



and

THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS

AND LOCAL LODGE 1703



EFFECTIVE: September 01, 1986 (06)
EXPIRES: August 31, 2002

INDEX

TOPIC	PAGE
Appendices	59
"A"	59
Apprentices	56
Bereavement Leave	52
Call-In-Pay	32
Complaint and Grievance Procedure	9
Cost of Living Allowance	26
Discipline and Discharge	14
Discrimination	4
Group Insurance	41
Income Protection Plan	42
Job Posting	44
Jury Duty Pay	53
Lead Hands	25
Leave of Absence	47
Lockouts	5
Management Rights	3
Maternity Leave	29
Non-unit Employees Working	55
Overtime	27
Pensions	40
Plant Committees	6
Plant Holidays	33
Probationary Employees	17
Production Standards	46
Purpose	2
Reporting-In Allowance	33
Rest Periods	32
Safety and Health	54

F

A

A

INDEX

TOPIC	PAGE
Seniority17
Probationary Employees	17
Applied to Layoff	19
Loss of	22
Shift Premium32
Strikes	5
Technological Change	56
Termination57
Transfer Provisions	43
Union Dues	
Recognition	4
Security	4
Vacations	37
Wage Rate Schedules	24
Work Hours of	27
Provision of23

COLLECTIVE AGREEMENT

Between:

Victor **Reinz**, St. Thomas Plant, Dana Canada Inc., of the city of St. Thomas, in the Province of Ontario, hereinafter called the "Company"

OF THE FIRST PART

And:

The International Association of Machinists and Aerospace Workers, and its Local Lodge No. 1703, having its office at the said city of St. Thomas, hereinafter called the "Union"

OF THE SECOND PART

Whereas a majority of the employees of the Victor **Reinz**, St. Thomas Plant, Dana Canada Inc. as covered by the certification issued by the Ontario Labour Relations Board have become members of the International Association of Machinists and Aerospace Workers and desire the Union to represent them for the purpose of bargaining collectively with the Company.

ARTICLE 1 - PURPOSE

- (a) The general purpose of this Agreement is to establish and maintain formal relations between the Company and its employees represented by the Union, with respect to the matters which are specifically dealt with herein.
- (b) Throughout this Agreement words importing the masculine gender shall be deemed to include the feminine.
- (c) Throughout the Collective Agreement where the name "Plant" appears this is to mean the "Victor **Reinz**, St. Thomas Plant".

ARTICLE 2 - RECOGNITION

- (a) The Company **recognizes** the Union as the sole and exclusive bargaining agency for all employees in the production and maintenance team at the Victor **Reinz**, St. Thomas Plant, St. Thomas, Ontario, save and except the management team of foremen, persons above the rank of foreman, office, clerical and sales staff, in accordance with the certification issued by the Ontario Labour Relations Board.
- (b) In the event the Company relocates its aforementioned existing operations within a radius of eighty (**80**) kilometers of the city of St. Thomas, Ontario, the Agreement will remain in full force and effect between the Company and the Union, except where prohibited by law or previous agreement with other unions.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

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

- (a) maintain order, discipline, and efficiency.
- (b) Hire, select, adjust, discharge, promote, demote, transfer, classify, direct or discipline employees, provided that a claim of a discriminatory classification, promotion, demotion, or transfer without reasonable cause, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Exercise any of the rights, powers, functions or authority which the Company had prior to the signing of the Agreement and the regular and customary functions of management except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement and without restricting the generality of the foregoing, the Company retains the right to determine the number and location of plants, the number of jobs of the working force, the extension, limitation, curtailment, or cessation of operations, the products to be manufactured, methods of manufacturing, schedules of production, schedules of work, quality and quantity standards, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.
- (d) Make, alter and enforce rules and regulations to be observed by the employees provided such rules and regulations shall not be inconsistent with the terms of this Agreement.
- (e) A list of current supervisors will be posted on the Company bulletin boards and will be revised as changes are made.

ARTICLE 4 - NO DISCRIMINATION

(a) The Company agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or **practiced** by the Company or by any of its representatives.

(b) The Union agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or **practiced** by the Union or any of its members or representatives with respect to the Company or any of its representatives and that there will be no Union activity, solicitation for membership or collection of dues on Company time and no meetings on Company premises except with the permission of the Company.

ARTICLE 5 - UNION SECURITY AND COLLECTION OF UNION DUES

(a) All employees who are presently members of the Union and all employees hired after the signing of this Agreement, who have completed their probationary period as covered by this Agreement, shall become or remain members of the Union to the extent of paying dues uniformly required as a condition of acquiring or retaining membership in the Union as long as they remain in the bargaining unit.

(b) The Company, during the term of this Agreement, shall provide a payroll deduction service for the collection of normal monthly Union dues assessment.

(c) All employees of the Company covered by the Agreement whether a Union member or not, as a condition of employment shall be required to sign a deduction **authorization** form in an amount equivalent to the regular monthly Union dues. New employees shall sign a deduction **authorization** form at the time of hire.

(d) A standard **authorization** form to be approved by the Company will be supplied by the Union.

(e) Commencing with the month which follows receipt of an **authorization** form, the monthly Union dues deduction will be made from the employee's earnings which are paid on the Friday following the first pay period ending date of each month.

(f) The Company will remit once a month to the Secretary of the Local Lodge the amount of the dues so deducted. The Company shall furnish therewith a statement showing the deduction made. Reasonable care will be exercised by the Company, but the Company will not be responsible for any errors made. The Union will be responsible for the authenticity of all **authorizations** for deductions, and for any liability claimed against the Company because of any action taken or not taken by the Company arising from the provisions of the article.

(g) The Company will not hire, engage or otherwise assign work or duties either directly or indirectly to any person who receives employment assistance under the Ontario Works Act (commonly referred to as Workfare) unless such person is hired in accordance with the provisions of the Collective Agreement and such individual is entitled to all rights, benefits and privileges under the Collective Agreement. This is not intended to be extended to outside contractors and their employees working on behalf of the Plant. It is understood that should specific legislation render this paragraph illegal, the Company and Union will discuss the circumstances and come to an agreement on any necessary amendments,

ARTICLE 6 - NO STRIKES OR LOCKOUTS

There shall be no strikes, slow-downs or other interference with production during the term of this Agreement; and the Company shall not lock out the employees because of a labour dispute during the term of this Agreement.

ARTICLE 7 - UNION RIGHTS, ACTIVITIES AND
COMMITTEES

(a) The Company acknowledges the right of the Union to select or otherwise appoint a plant committee for the Victor Reinz, St. Thomas Plant, and will **recognize** and deal with the plant committee in all matters properly arising from time to time under the terms or continuance of the Agreement, provided that no more than three (3) members of the plant committee shall be **authorized** to meet with the Company to deal with any matter.

(b) The plant committee will be chosen from among the employees of the plant in the ratio of one (1) steward or committee person to every twenty-five (25) employees or major fraction thereof. It is agreed that a minimum of one (1) committee person will be from among the following areas: Trades, Production. The above ratio does not include the Plant Committee Chairperson,

(c) The Union **recognizes** and agrees that members of the plant committee have regular duties to perform in connection with their employment. It is clearly understood that members of the plant committee shall not be absent from their regular duties unreasonably to attend to the business of administering this Agreement. Before leaving his regular duties on behalf of the Union, a committee person steward, Chairperson or other employee must obtain permission of his supervisor, make known his purpose, and return within the time allowed. He shall also report to the supervisor of any area it is necessary to visit, state the reason for so doing and secure permission before entering. Permission requested under this clause shall not be unreasonably withheld.

(d) The Company agrees to pay at straight time for all **authorized** time spent by committeemen attending meetings with management arising under complaint and grievance procedure, except conciliation and arbitration hearings.

- (e) The Union shall notify the Company in writing of the names of its representatives as follows: officers of the Union, negotiating committee members, grievance committee members, and plant committee members.
- (f) The Union will select, or otherwise appoint a grievance committee consisting of the plant committee chairperson and two (2) members of the plant committee selected by the Union for each grievance (one of which is the Steward of record for a grievance).
- (g) The Union will select, or otherwise appoint a negotiating committee consisting of three (3) persons, including the plant committee chairperson.
- (h) The Company agrees that the local president and the plant committee chairperson shall not be required to work on other than the normal day shift provided it does not force other employees in the same job to be excluded to a shift other than the day shift. If there is an open job, presently considered as a day job, in an equal or lower job classification that the president and/or the plant committee chairperson are capable of doing, the posting procedure will be waived affording them an opportunity to obtain a day job.
- (i) The president of the local Union, the plant committee chairperson and the stewards or committee persons in their respective orders, will be retained in the employ of the Company during their respective term of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified and willing to perform.
- (j) The Company shall provide the Union with the following information relating to the employees within the bargaining unit:

1. A list of all employees, showing their names, addresses and classifications, ranked according to seniority.
2. Copies of job postings, jobs awarded, promotions, demotions and transfers.
3. Notification of all hires, discharges, suspensions, written warnings, resignations, retirements and deaths.
4. Other items from the employee's personnel file upon presentation of a signed release from the employee concerned.

(k) Employees shall have access to their personnel record at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

(l) The Company agrees to establish notice boards for the posting of official Union notices. All notices must bear the signature of the chairperson of the plant committee, and must have the approval of the manager or his designated representative, before posting, with the understanding that approval of such notice will not unreasonably be withheld.

(m) The Company agrees to provide the Union with the use of an office or similar work area. It is understood that this office would be used only by stewards and the Committee Chairperson to conduct in-plant Union business during regular business hours as per the Collective Agreement and will be kept locked when not being used as described. The Company will provide furniture and a locking filing cabinet at its own expense for the Union's use. The Company will further agree to allow the Union to have installed a telephone in the Union's name at the Union's sole expense.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

It is the mutual desire of the parties that complaints of employees arising out of the interpretation or application of this Agreement shall be adjusted as quickly as possible.

(a) COMPLAINT (SUPERVISOR)

1. An employee having a complaint within the terms and provisions of this Agreement shall, accompanied by his Committee person, submit such complaint to his Supervisor who shall give a decision within two (2) regular working days, unless a longer time is agreed upon by the conferring parties. If the decision of the Supervisor is not considered to be satisfactory, the matter may then be dealt with under the grievance procedure.

2. It is understood that an employee has no grievance unless the complaint has been first referred by the employee concerned to his supervisor, within three (3) working days of the grievor and/or Union's awareness of the occurrence causing the complaint. With the exception of overtime complaints and benefit insurance claims, the maximum financial redress of any monetary item will not exceed thirty (30) days prior to the date the complaint is first referred by the employee to his supervisor.

3. It is understood that an employee has no grievance until he has first given his supervisor an opportunity of adjusting his complaint.

4. If an employee has complied with the provisions of the Complaint procedure, and desires to grieve, the matter shall be reduced in writing on a form supplied in triplicate by the Company. The written grievance shall state in detail the Article(s) alleged to have been violated and specific action to be taken.

5. An employee may not leave his work area to discuss a complaint with his shop steward without first obtaining permission from his supervisor. Permission requested under this clause shall not be unreasonably withheld.

(b) STEP 1: PRODUCTION MANAGER

The written grievance, signed by the employee and the Committee person, shall be presented to the Production Manager, or designate, within two (2) regular work days of the Supervisor's verbal reply. If the Production Manager, or designate, wishes to interview an employee(s) for reasons pertaining to the Agreement, the employee(s) shall be accompanied by his Committee person. The Production Manager, or designate, shall give his answer, in writing, within two (2) regular working days following receipt of such grievance, unless a longer period has been agreed upon by the conferring parties,

(c) STEP. 2: HUMAN RESOURCE DEPARTMENT

If the decision as rendered in Step 1 is not satisfactory, written notice of intention to appeal must be presented to the Human Resource Department on a Step 2 grievance form supplied in triplicate by the Company signed by the employee and his committee person within two (2) regular working days following the Production Manager or designate's reply. The written grievance shall state, in detail, the Article(s) still alleged to have been violated and specific action to be taken.

1. The Grievance Committee and **grievor** will discuss the grievance in a meeting with the Human Resources Manager, and/or designates, within three (3) regular working days of receipt of the written Step 2 form. At this meeting an international officer of the Union may be present if his presence is requested by either the Union or the Company.

2. The written reply of the Human Resource Department will be given within three (3) working days of such meeting.

(d) STEP 3:PRE-ARBITRATION - PLANT MANAGER

A meeting shall be held to discuss and disclose all pertinent facts regarding the case to be decided. The meeting will be within five (5) regular working days following receipt of the Human Resource Departments reply, unless a longer period has been agreed upon by the conferring parties. At this meeting, the **Grievor**, Grievance Committee, an International Officer of the Union, Company Representatives, and the Plant Manager, or designate, will be present. The Company's reply will be given to the Plant Committee Chairperson within five (5) regular working days of the meeting.

(e) STEP 4: ARBITRATION

1. If an employee is not satisfied, the grievance may be referred by the employee and/or Union to arbitration, provided written notice of appeal to arbitration is filed with the plant manager or his designated representative, within ten (10) working days of receipt of the Company's disposition under Step 3, and at the same time an arbitrator is nominated.
2. Within five (5) working days **after** receipt of such notice, the other party will name an arbitrator. If the two parties cannot agree upon an arbitrator within five (5) working days of the Company's notice of an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.
3. The arbitrator will meet and hear the evidence and presentations of both parties as soon as possible and will render a decision promptly.
4. The decision of the arbitrator will be final and binding on both parties to the Agreement.
5. The arbitrator will not have jurisdiction to alter or change any of the provisions of the Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the intent, terms or provisions of this Agreement.
6. No person will be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
7. The Company and the Union will bear jointly the expense of an arbitrator.

8. Any grievance involving the interpretation or application of this Agreement, which has been disposed of, will not be made the subject of another grievance.

9. Failure on the part of the Company to answer the grievance within the time limits specified for them to answer, will permit the grievance to be advanced to the next stage of the grievance procedure.

10. The time limits specified in this article may be extended with mutual agreement of the parties. Such agreement will not be unreasonably withheld.

11. An exception to the above paragraph will exist at the STEP 2 level when failure to deal with a grievance within the time limits prescribed is the sole fault of the Company representative responsible for dealing with such grievance and not that of the unavailability of the **grievor** or his Union representative(s) to be present. In such instance the grievance will be considered as **finalized** with award to the **grievor**. Delays mutually agreed to by all parties will not be subject to the exception. The time limits specified in this article may be extended with mutual agreement of the parties. Such agreement will not be unreasonably withheld.

12. Where a difference arises between the parties relating to the **interpretation** or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or when allegation is made that this Agreement has been violated, either of the parties may consider the matter as a policy grievance, in which event, the grievance procedure, commencing with STEP 2 will then be followed.

13. In the case of arbitration hearings, the Company will grant a leave of absence, without pay, to members of the grievance committee, **grievor(s)**, or witnesses required.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

(a) No employee with seniority shall be disciplined or discharged without just cause.

(b) The Company will meet its responsibility of maintaining efficiency and order through discipline in a fair and uniform manner.

(c) The Company shall advise a member of the Plant Committee on that shift prior to effecting any disciplinary action. For disciplinary action, the employee will be accompanied by a representative from the plant committee. It is understood that in cases where the employee is a danger to himself or to others, the employee may be removed from the plant property.

(d) Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Company shall be limited to such grounds.

(e) The Company shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become a part of his record. The record of any disciplinary action, other than those exceptions listed below, shall not be used against an employee at any time after (12) months following such action:

Exceptions:

- discharge
- reporting to work or being present on Company property under the influence of alcoholic beverages or illegal drugs that have not been prescribed by medical **authorization**, or possessing, dispensing or consuming alcoholic beverages or illegal drugs on Company property
- assault of fellow employees
- fighting in the plant or on Company property
- theft from the Company or fellow employees
- vandalism of Company property
- refusing to perform work requested by a supervisor
- falsifying pay records

The record of any disciplinary action for those exceptions listed above can be used against an employee for three (3) years following the disciplinary action.

Failure to grieve previous discipline or to pursue a grievance to arbitration shall not be considered to be an admission that such discipline was justified.

(f) grievances concerning written warnings or suspension will commence at the second step of the grievance procedure, only if the written Step 2 grievance form is lodged within two (2) regular working days of the disciplinary action, otherwise it shall not be considered.

(g) Demotion shall not be used as a disciplinary measure.

DISCHARGE CASE

Prior to the discharge of an employee, a member of the Plant Committee shall be informed of the Company's reasons for the employee's discharge.

1. The Plant Committee person shall be asked to witness the discharge. The employee, in the presence of his Plant Committee person, shall be told the reasons for his discharge.

2. A claim by an employee that he has been unjustly discharged from his employment shall be treated as a Step 2 grievance, only if the written grievance form is lodged within two (2) regular working days of the discharge, otherwise it will not be considered.

3. Back pay awards shall be reduced by the total amount of any compensation received and any wages earned by the employee during the period of back pay. Back pay awards shall not exceed the amount which the employee would have earned on straight time during his normal work schedule, or as deemed appropriate by an arbitrator.

In the event the Company fails to conform with the requirements of this clause, the Company and the Union will mutually determine if the failure to comply is significant enough to render the discipline or discharge null and void. If an agreement cannot be reached, the arbitrator will decide if the failure to comply is significant enough to render the discipline or discharge null and void.

ARTICLE 10 - SENIORITY

(a) An employee shall be considered on probation until he has worked forty-five (45) days in the bargaining unit during a period of six (6) months after which his seniority shall be dated from the first work day of the six consecutive month period, which shall be known as his effective seniority date.

(b) A probationary employee will have no rights under this Agreement except as specifically stated. The Company shall have full rights to discharge a probationary employee and such discharge will not be made the subject of a grievance.

(c) Seniority shall be based on length of Plant service.

(d) Seniority held by an employee will continue to accumulate thereafter unless forfeited as provided for in Article 12.

(e) Pursuant to the signing of this Agreement, an employee who is transferred to a position with the Company which is not covered by this Agreement shall retain, and accumulate seniority for a six (6) month period. Should such employee not return to a position covered by this Agreement within this six (6) month period, they will lose all bargaining unit seniority. This shall only apply once to any employee, and any subsequent such transfer by an employee will require him to forfeit all seniority.

(f) Employees referred to in item (e), when transferred back to a position covered by this Agreement, will claim the junior job in the job classification in which they last worked. If their seniority will not permit them to claim a job in this manner, they may use their seniority to claim a job on the same basis as a displaced employee in accordance with the provisions of Article 11(e).

(g) Seniority lists will be revised at least every three (3) months and will be posted to be available to the employees. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the first day of posting. Any errors reported either in the first thirty (30) calendar days of posting the seniority list or any time thereafter will be corrected, but it is understood that neither the Company nor the Union will be held responsible for any liability that might be instituted by an employee because of an error in his seniority status. A job classification listing of employees will be posted at the same time as the seniority listing. Seniority listings of employees subject to item (e) above will be shown on a separate seniority list and will reflect their original seniority date and frozen years of service.

(h) When two (2) or more employees attain seniority on the same date, they will be placed in alphabetical order on the seniority list in accordance with their surname at the date. Any further change in the employee's surname will not affect the employee's standing.

(i) Seniority of an employee shall accumulate from his first employment with the Plant, unless broken through termination, in which case it will accumulate from the last date of hire.

ARTICLE 11 - SENIORITY APPLIED TO LAYOFF

(a) The Company and the Union agree to waive the seniority provisions of this Agreement where the layoff is one of three (3) working days duration or less except when the Company can reasonably foresee that repeated layoffs of three (3) working days will likely occur. When layoffs under this clause occur, the employee(s) with the least Plant seniority in the job affected will be laid off.

(b) Layoffs of more than three (3) working days will be made on the basis of seniority.

(c) Probationary employees within the classification will be laid off first.

(d) Thereafter employees with the least amount of seniority shall be laid off from the particular classification affected until the number of employees left working in these classifications is that required by the Company. When the number of employees in a classification exceeds the number that is required by the Company, the junior employee or employees in that classification will be laid off as provided below. As a result, and if it is necessary, to rebalance the number of employees in specific positions the junior employee in a specific position will be moved to the vacancy created by the layoff of the junior in the classification.

Within the Skilled Trades classification layoff will be by Trade within the classification, starting with the junior employee in the Trade.

(e) In cases of temporary or indefinite layoff, employees who are laid off or displaced from a classification through the bumping procedure may claim any classification that is in accordance with their seniority. The position claimed shall be only that occupied by the junior employee in the affected classification. All affected employees must declare their bumping intentions within three (3) working days of notice of layoff.

(f) The senior of the laid off employees shall be the first to exercise his bumping rights.

(g) Employees who exercise their bumping rights will be allowed only one bump and will have up to ten (10) working days with training to demonstrate their ability to perform the classification or position into which they have bumped. Operators in any of the Platen Press, 620 Rep, Small Automatics, Combine, Manifold Cell or **Desma** positions will be given an extra ten (10) days, with training, (up to a total of twenty (20)) to demonstrate their ability to perform the position.

If, during this period, the employee fails to meet the appropriate production and quality standards, or causes damage to equipment or machinery, he will be laid off with no entitlement to exercise further bumping rights. Employees wishing to exercise their bumping rights into or within the Skilled Trades classification must hold journeyman status in that Trade.

(h) Employees who are laid off from a classification or displaced from a position will be recalled as follows:

1. Employees who are actively employed in the plant will be recalled to the classification or position from which they were laid off or displaced.

2. Employees not actively employed due to lack of sufficient **seniority** will be **recalled** to the classification or position from which they were laid off or displaced, or to the first open classification or position not filled by a job posting.

3. No employee will be entitled to refuse a recall.

(i) Other employees may be **utilized** in classifications or positions while awaiting the return of a recalled employee.

(j) Written notice of recall to employees out of the plant and a copy of all resignation forms will be given to the plant committee chairperson on the day they are issued.

(k) Temporary vacancies of thirty (30) calendar days duration or less due to the absence of an employee because of an accident, illness, vacation, or other **authorized** leave of absence will not initiate the recall procedure.

(l) Employees will only retain recall rights to a classification or specific position until they have successfully bid on another classification or position.

ARTICLE 12 - LOSS OF SENIORITY

An employee's seniority and employment and all rights as an employee shall be **canceled** and his name removed from all seniority lists for any of the following reasons:

1. When employment is terminated for any reason.
2. When an employee is on layoff status and fails to return or apply for and be granted a leave of absence within five (5) working days after notification to return to work has been sent by registered mail addressed to the last address on record with the Company.
3. If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.
4. If the employee is absent from work for three (3) consecutive days without advising the Company and securing a leave of absence, unless the employee can produce documentary evidence of his inability to notify the Company of his absence.
5. If the employee accepts other employment while on leave of absence except if permission is granted by the Company for medical reasons. The Company will advise the Union of whenever such permission is granted.
6. When an employee has not been engaged in work for the Plant as a result of a layoff and his absence has exceeded a period equal to his continuous seniority in full calendar months. The maximum of any absence shall be three (3) years regardless of continuous seniority with the Company beyond three (3) years except if the absence is the result of a compensable accident or sickness incurred as an employee of the

Company. For the purpose of this Agreement, "compensable" shall mean compensable under the Workers' Compensation Act.

7. In the event that an employee has been absent from work and is in receipt of Short Term Disability or Long **Term** Disability and his absence has exceeded a period equal to his continuous seniority in full calendar months, he will not continue to accrue seniority for that portion of his absence which exceeds a period equal to his continuous seniority. In any event the maximum amount of seniority accrued during his absence will not exceed three **(3)** years regardless of his seniority, except if the absence is the result of a compensable accident or sickness incurred as an employee of the Plant. For the purpose of this Agreement, "compensable accident or sickness" shall mean compensable under the Workplace Safety Insurance Board (**WSIB**).

Within the provisions of this clause, any persons absent on September 1, 1999 will not continue to accrue seniority past September 1, 1999 if their accrued seniority during their absence up to September 1, 1999 has exceeded the three **(3)** year maximum.

Upon return to active employment the individual's seniority date will be adjusted to reflect the absence in accordance with the above.

ARTICLE 13 - PROVISION OF WORK

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

ARTICLE 14 - WAGES

DEFINITIONS:

The term "classification" refers to a group of positions.

The term "position" refers to an employee's specifically assigned work that would be considered the employee's normal job within Classification 2.

The term "areas of proficiency" refers to positions within Classification 2 other than their normal, regular position that an employee is designated to be capable of performing all aspects of the work within the position.

The term "job" does not have any specific meaning within the Collective Agreement other than a **generalized** description of work that may be included in the above definitions.

The term "base rate" refers to the wage rate assigned to a particular classification.

(a) Classifications and base rates effective are shown in Appendix "A".

(b) Classifications are as follows:

Classification 1: Skilled Trades

Classification 2: Production Operations A

Positions within this classification:

- 360 Rep -- Silk Screen Operator
- Slitting -- 620 Rep
- Ovens -- small automatics (Annealing Oven)
- Mixing -- Platen Press
- Combine -- Manifold Cell
- Desma -- Automatic Shield Line

(formerly Setup Operate, Setup Operate Maintain, and Setup Operate Maintain Systems)

Classification 3: Diesetter
Classification 4: Shipper/Receiver
Classification 5: Material Handler/Diechaser/Warehouseman
Classification 6: Production Operations B
(formerly General Production, Machine Operator,
Final Inspection)
Classification 7: Sweeper

(c) Employees, during their probationary period, will be paid at **10%** below the base rate of pay.

(d) Employees who claim a classification or specific position within a classification through the layoff procedure and are accepted will take the base rate of the classification on which they have been accepted.

(e) An employee shall be paid the base rate for the classification in which they are working or their classification base rate, whichever is higher.

(f) When it is necessary to introduce a new classification/production line or substantially modify existing classifications, the Company will meet with the Union and seek its input prior to the Company making the decision to classify or reclassify and set pay grades. It is the sole responsibility of the Company to make these decisions; however, after a reasonable production period (when difficulties are worked out) the reclassification may become the subject of a grievance.

(g) Lead hands will receive **\$.20** an hour above the base rate of the highest paid employee they lead, with the exception of lead hands in the Trades categories who will receive **\$.31** an hour above the highest base rate of the employees they lead.

(h) COLA - COST OF LIVING ALLOWANCE

Effective September 1, 1999 COLA will be paid on the following basis: \$0.01 per hour for each \$0.0921 change in the Consumer Price Index (1992 = 100). For determining COLA amounts for contract period, base month will be August, 1999. This formula change has no effect on the payout, this is only an adjustment to a current CPI base.

Using the August 1999 index as a base and taking the difference between that base and the index for November 1999 with any resulting adjustment being paid on the first pay period coincidental with or following the date of publication of the November 1999 index. This calculation and resulting adjustment (up or down) is to be repeated each three months.

Effective September 1, 1999, and for the life of this Agreement, the quarterly COLA adjustments generated by this formula will be paid as an "add on" for each hour worked. On August 31, 2002, any outstanding COLA payment will be folded into the employee's base rate.

Effective the first complete pay period following September 1, 1999 (September 5 to September 11), the COLA payout (\$0.28 effective January 22/99 - plus COLA amounts determined at February, 1999 and May, 1999 estimated to total \$0.34 as of August 31, 1999) will be folded into all base rates.

The first \$0.01 COLA per quarter until a maximum of \$0.05 is reached, payable beginning September 1, 1999 will be withheld.

ARTICLE 15 - HOURS OF WORK AND OVERTIME
PAYMENT

(a) The normal work week is five (5) days beginning on Sunday or Monday at the starting time of the shift to which he is assigned. The normal work day is from 12:01 a.m. of one day to 12:01 a.m. the following day.

An exception to the normal work day is that when the starting time of the shift is 1 1:00 p.m. Sunday, the following one hour shall be considered Monday work and paid at straight time.

The shift hours will normally occur between:

- | | |
|----------------------|-------------------------|
| (i) Day shift | 5:00 a.m. and 5:00 p.m. |
| (ii) Afternoon shift | 3:00 p.m. and 3:00 a.m. |
| (iii) Night Shift | 9:00 p.m. and 9:00 a.m. |

Normal hours of work will not be changed without good reason and seven (7) days notice, whenever possible. The only exception to this will be changed customer requirements and this will first be discussed with the plant committee.

(b) Employees scheduled to work the majority of their hours in any one of these periods will be paid the shift premium for that shift for all hours worked as follows:

- | | |
|----------------------|-------------------------|
| (i) Day shift | no premium |
| (ii) Afternoon shift | as stated in Article 16 |
| (iii) Night shift | as stated in Article 16 |

(c) Straight time will be paid for:

- (i) the first eight (8) hours in any work day, Monday through Friday.

Time and one-half will be paid for:

- (i) all hours worked over eight (8) in the employee's work day
- (ii) all hours worked on Saturday

Double time will be paid for:

- (i) all hours worked on Sunday, except as provided above.
- (ii) all hours worked on a plant holiday as established by this Agreement.

Time and one-half shall mean one and one-half times an employee's classified base rate of pay.

Double time shall mean two (2) times an employee's classified base rate of pay.

(d) Overtime work as necessary will be noted through posting an "overtime list" on the plant bulletin board after the employees have been contacted by their supervisor.

(e) Any overtime worked will be voluntary. The Union agrees, however, that there shall be no **organized** refusal or embargo of overtime.

(f) Equal opportunity shall be given to all employees as per Article 15(f)(1). For each classification, the Company will maintain an up-to-date list. For the purposes of offering weekend overtime, hours charged to employees as of 7:00 a.m. on the Thursday immediately preceding the weekend will be used.

Weekend overtime will be offered by shift if **multi-shift** overtime is scheduled. If only one shift of overtime is scheduled on the weekend, overtime will be offered with no consideration to shift,

Daily overtime will be offered by shift.

When overtime is required, it shall be offered according to the following procedure.

(1) Employees in the classification or those in Classification 2 who have been designated to be proficient will have the overtime offered to them, starting first with the person who has the lowest total overtime hours as recorded on the Overtime Lists posted in the plant. Employees in the classification not offered overtime due to lack of proficiency would not be charged for overtime.

Employees working in their normal classification and employees temporarily assigned to another classification who are unable to maintain proficiency and productivity due to a legitimate medical condition will not be offered overtime for that work. Employees temporarily assigned to other classifications due to legitimate medical conditions, who are able to maintain proficiency and productivity, will be placed on the overtime list with the average number of hours for that assigned classification and will be offered overtime accordingly. Upon return to their original classification they would be placed on the overtime list with the average hours of their original classification.

All overtime hours, either worked or refused or charged, will be on the basis of hours paid (i.e., 8 hours at time and one-half, charged as **12** hours; 8 hours at double time, charged as **16** hours).

The appropriate person not offered overtime, that is exclusively the fault of the Company will result in the affected employee being paid the appropriate hours at the applicable rate.

(2) If the overtime requirements cannot be met from within the classification or area of proficiency within Classification 2, the Company may offer the overtime to anyone in the Plant with ability of record to perform the work. The overtime hours will be charged to the person who accepts the overtime in his/her classification.

At any time, if overtime hours are reduced to zero, opportunity for overtime shall commence with the most senior employee in the classification or area of proficiency.

(g) Overtime and the opportunity to work overtime in any classification will be recorded. Employees declining the opportunity to work overtime and those absent from work on the day overtime is scheduled will have that time counted as though worked. Those employees who accept overtime and then fail to report shall have two (2) times the requested hours charged against them and may be subject to disciplinary action.

(h) Any employee who through new hire, long-term transfer (estimated to be 30 days or more), bidding or other means starts to work in a classification or position will be included in the overtime lists **after** they have demonstrated their ability to **satisfactorily** perform the job as per Article 26 (Job Posting).

The Company has up to twelve (12) months from the date an employee's area of proficiency within the classification has been selected to complete training. Upon completion of training, the employee's name will be placed on the overtime lists as proficient and will then be eligible for overtime for that work. Failure to complete the training within twelve (12) months that is exclusively the fault of the Company will result in the employee being added to the overtime list as proficient.

For purposes of being placed on the overtime lists for an employee entering a classification, individuals will be charged with the average number of overtime hours in the classification.

For purposes of being placed on the overtime lists for an employee returning to a classification from a leave of absence

or long-term transfer will have charged against him overtime hours equal to the average overtime hours worked in his classification during such absence.

(i) The Company will maintain up-to-date records of overtime in the respective classifications and a copy of these records will be distributed to the Plant Committee Chairperson, or designate. Such record will show, by employee, all hours worked, all declined opportunity hours subject to charge, and all hours accepted and then not worked by employee's failure to report to work.

(j) All overtime hours will be reduced to zero (0) on September 1st in each year of the contract.

(k) It is the intent of the Company, whenever reasonably possible, to give twenty-four (24) hours notice of Saturday and Sunday overtime, and likewise when reasonably possible, four (4) hours advance notice when overtime is required at the conclusion of an employee's regular shift.

When this notice is not possible, employees asked and declining overtime will not have such hours charged against them.

(l) The Company, when it is necessary to work less than three (3) shifts in certain or all operations, will schedule these **shifts** for the day shift and afternoon shift. It is understood and agreed to by the Union that, where production requirements necessitate a change in starting time of one or both of these shifts, the seven (7) day notice regarding the starting time of such shifts will be waived. Such waiver will not be abused, but will enable the Company to schedule overtime that may be required in order to meet production requirements.

(m) Students will be offered overtime, only after regular full-time employees have been offered.

ARTICLE 16 - SHIFT PREMIUM

(a) Employees scheduled to work on the afternoon shift shall be paid a shift premium of thirty-five (35) cents per hour.

(b) Employees scheduled to work on the night shift shall be paid a premium of forty (40) cents per hour.

(c) Shift premium shall not be included with the base rate when calculating overtime pay.

ARTICLE 17 - REST PERIODS

The Company will provide paid rest periods as follows:

1. Two periods of ten minutes, one each half shift.
2. A ten minute period at the conclusion of an employee's regular shift where overtime of two or more hours is required.
3. A ten minute period at the end of the two hours overtime worked, provided the overtime will be of a longer duration.

Employees will be paid for their rest periods at their job classification rate or the rate of the job they are working, whichever is higher.

ARTICLE 18 - CALL-IN PAY

An employee called in, to report for emergency work outside of his shift hours, shall receive a minimum of four (4) hours emergency call-in pay at the applicable overtime rate. Such an employee will be required to perform only the emergency work for which he was called.

ARTICLE 19 - REPORTING-IN ALLOWANCE

(a) Any employee who is regularly scheduled or notified to work and who has not received reasonable notice not to report for work, and having reported in, is prevented from working or continuing to work through conditions within the Company's control shall be guaranteed four (4) hours work or if the Company does not assign work shall receive four (4) hours pay at straight time in lieu thereof.

(b) It is the intent of the Company, whenever reasonably possible, to give twenty-four (24) hours notice of cancellation of an employee's shift.

(c) Without limiting the generality of the phrase "conditions within the Company's control", it is agreed that reporting-in pay will not be applicable if the lack of work is caused by an act of God, picketing, labour disputes or power failures.

ARTICLE 20 - PLANT HOLIDAYS

(a) The following will be **recognized** as plant holidays, and will be celebrated on the dates indicated:

Year 1 (September 1, 1999 - August 31, 2000)

Labour Day	September 6, 1999
Thanksgiving Day	October 11, 1999
Christmas Holiday	December 24, 1999
Christmas Day	December 25, 1999
Christmas Holiday	December 27, 1999
Christmas Holiday	December 28, 1999
Christmas Holiday	December 29, 1999
Christmas Holiday	December 30, 1999
Christmas Holiday	December 31, 1999
New Year's Day	January 1, 1999
Plant shuts down	December 23, 1999
Plant re-opens	January 3, 2000
Good Friday	April 21, 2000
Victoria Day	May 22, 2000
Canada Day	to be arranged
Civic Holiday	August 7, 2000

Year 2 (September 1, 2000 - August 31, 2001)

Labour Day	September 4, 2000
Thanksgiving Day	October 9, 2000
Christmas Day	December 25, 2000
Boxing Day	December 26, 2000
Christmas Holiday	December 27, 2000
Christmas Holiday	December 28, 2000
Christmas Holiday	December 29, 2000
Christmas Holiday	December 30, 2000
Christmas Holiday	December 31, 2000
New Year's Day	January 1, 2001
Plant shuts down	December 22, 2000
Plant re-opens	January 2, 2001
Good Friday	April 13, 2001
Victoria Day	May 21, 2001
Canada Day	to be arranged
Civic Holiday	August 6, 2001

Year 3 (September 1, 2001 - August 31, 2002)

Labour Day	September 3, 2001
Thanksgiving Day	October 8, 2001
Christmas Holiday	December 24, 2001
Christmas Day	December 25, 2001
Boxing Day	December 26, 2001
Christmas Holiday	December 27, 2001
Christmas Holiday	December 28, 2001
Christmas Holiday	December 29, 2001
Christmas Holiday	December 31, 2001
New Year's Day	January 1, 2002
Plant shuts down	December 21, 2001
Plant re-opens	January 2, 2002
Good Friday	March 29, 2002
Victoria Day	May 20, 2002
Canada Day	to be arranged
Civic Holiday	August 5, 2002

(b) Eligible employees shall receive, without working, pay for all plant holidays. Holiday pay shall be eight (8) hours pay for all holidays. The rate of holiday pay shall be the employee's regular base rate on the day immediately preceding the holiday.

(c) An employee who has attained seniority and who works his scheduled shift on the scheduled work day immediately preceding and immediately following the holiday shall be eligible for holiday pay. Any lost time in excess of one (1) hour at the beginning of the shift on the scheduled day before or the scheduled day after the holiday, which has not been provided for in this Article, shall cause the employee to forfeit one (1) day of holiday pay.

(d) Exceptions will occur when:

1. An employee is absent on an **authorized** leave due to accident or illness not more than five (5) working days prior, or one (1) working day following a holiday. The Company will require satisfactory evidence as verification,

2. An employee was laid off or recalled five (5) working days prior to a plant holiday or recalled from layoff within four (4) working days after the holiday,

3. An employee is absent due to bereavement in accordance with Article 30.

4. An employee is absent due to an **authorized** leave of absence on either the qualifying day prior to or the qualifying day immediately following, but not both. An employee is absent due to an **authorized** leave for jury duty in accordance with Article 31.

(e) An employee who is on vacation at the time of the holiday shall be paid for the holiday and will extend his vacation by one (1) day for each plant holiday occurring during this vacation.

(f) A probationary employee will not be entitled to pay for plant holidays until he has attained seniority. At that time he will be paid for all holidays for which he was eligible during his probationary period. The holidays will be paid at his regular base rate at the time of the holiday.

(g) If the Company is forced to lay off one (1) or more classifications because of reduced customer requirements, clause (d)(2) will not apply. The Company must produce written proof from the customer to justify such layoff.

(h) Where two (2) or more holidays fall on consecutive work days, failure by an employee to qualify due to absence on either the scheduled day prior to, or the scheduled day following the holiday will cause the employee to lose one (1) day only of holiday pay.

ARTICLE 21 - VACATIONS

(a) Annual vacation shall be earned during the period from June 1st to May 31st. Vacation shall be taken from June 1 to May 31st of the following year.

To be eligible for maximum vacation time off an employee must have worked a minimum of 1000 hours in the year in which the vacation is earned.

(b) The Company may require all employees, subject to this agreement, to take a vacation period and may close the plant or any part of the operation for that purpose at any time, approximately between July 1st and September 1st in any year. The Company will endeavour to give employees as much advance notice as possible regarding its summer shutdown plans.

It is understood that during any shutdown period all forecasted work to be performed shall be offered by seniority to those employees capable within the affected classification(s). In the event that the forecasted work cannot be covered by employees within the classification(s), then the Company will offer the work by seniority to any employee within the plant having on record the ability to perform the work. Employees scheduled to work during the shutdown period may be **utilized** as required to meet the Company's requirements.

VACATION REQUESTS: All employees are required to submit their request for at least two (2) weeks vacation (or their full entitlement if less than two (2) weeks) prior to April 1st for the upcoming vacation year. The Company may schedule up to two (2) weeks of vacation for those people who do not submit their requests by April 1st. Preference as to choice of vacation dates submitted up to and including April 1st will be given to senior employees. Any requests submitted after that date, will be granted on a first come first serve basis. Employees having vacation entitlement beyond two (2) weeks may schedule this additional vacation in a minimum of two-hour increments. Vacations beyond the initial two (2) weeks not scheduled by employees prior to January 1st of the vacation year, will be scheduled by the Company.

VACATION SCHEDULE: Vacations will be scheduled by the Company and the following vacation schedule will apply.

An employee on the Company payroll as of May 31st, with less than one (1) year service, shall receive a vacation on the basis of one (1) day for each full month of continuous employment, to a maximum of ten (10) days.

under 1 year service as of May 31 st	4%
1 year but less than 5 years	2 weeks - 4%
5 years but less than 12 years	3 weeks - 6%
12 years but less than 20 years	4 weeks - 8%
**20 years and above	4 weeks - 8%

**plus one (1) day for each year upon attainment of 20 years and over, to a maximum of six (6) commencing June 1 after attainment of 20 years

NOTE - Extra days for 20 years or over can be taken as time off with pay or pay for the days. Extra days will be paid at the employee's base rate on the day the vacation is taken or the day that the pay is requested.

It is understood that all vacation entitlement, including the extra days upon attainment of 20 years will become available to the employee on June 1st following their respective anniversary date.

Example:

anniversary date = May 28, 1982
June 1/02 to May 31/03 vac. year = 4 weeks (8%) and one (1) extra day

anniversary date = June 5, 1982
June 1/02 to May 31/03 vac. year = 4 weeks (8%)
June 1/03 to May 31/04 vac. year = 4 weeks (8%) and one (1) extra day

(d) VACATION PAY: Vacation pay will be calculated based on an employee's gross annual earnings. Annual vacation pay may be received in either a lump sum, in daily increments of eight (8) hours pay, or any combination thereof. All requests for vacation pay will be made in writing on a form provided by the Company at least two (2) weeks prior to the date on which it is required. Vacation payments will first become available beginning with the first pay in June.

Employees may opt to receive pay in lieu of vacation time for any vacation entitlement in excess of two (2) weeks. After January 1st, once pay in lieu of vacation has been requested, signed off and paid, that vacation time will no longer be available as time off. Any time after January 1st any vacation pay in excess of vacation entitlement remaining will be paid out.

(e) Employees terminating employment with the Company shall receive payment for any vacation pay earned to the date of separation in accordance with the vacation schedule.

ARTICLE 22 - PENSIONS

The "Agreement Covering Pension Plan" effective the first day of January, 1988 is hereby made part of this Collective Agreement.

Employees who are on Workers' Compensation will continue to accumulate pension credits for the time spent on compensation.

The details of the full Company paid pension are covered under a separate agreement.

This pension plan is in addition to the Canada Pension Plan.

Effective January 1, 1999 the Company will make an additional pension contribution of \$0.08 per hour paid (overtime hours to be calculated on a straight time basis, hours paid to be defined on the same basis as is currently used to calculate Credited Service).

Company pension contributions to increase \$0.04 per hour paid in Year 1 effective January 1, 2000 to \$0.12 per hour paid, an additional increase of \$0.04 per hour paid in Year 2 effective January 1, 2001 to \$0.16 per hour paid and an additional increase of \$0.04 per hour paid in Year 3 effective January 1, 2002 to \$0.20 per hour paid.

Retirement Window: People who, as of December 31, 1999, have attained the age of 60 years and have a total of 85 points of age and credited pension years will be paid a retiring allowance of \$5,000 lump sum payment into a personal RRSP. This opportunity will be open to qualified people retiring before August 31, 2002.

ARTICLE 23 - GROUP INSURANCE

The Company agrees to pay the full cost of the Group Insurance Plan. (The following is a summary of the plan only - The language of the respective policies will govern).

1. (a) Life Insurance and A.D.& D. Insurance
effective September 1, 1999 – all employees \$23,500
effective September 1, 2000 – all employees \$24,000
effective September 1, 2001 – all employees \$25,000
- (b) Ontario Health Insurance Plan (OHIP) payable through Employer Health Tax
- (c) Extended Health Care Program provides 90% reimbursement.
Effective September 1, 1999 added coverage for Chiropractors, Naturopaths, Podiatrists, Osteopaths, and Chiropodists to existing coverage for Massage Therapists. Overall combined maximum of \$10/visit, 15 visits per year. When applicable, coverage will only commence after Provincial government coverage is exhausted. Maximum of \$50 per person per year for x-rays.
- (d) Drug Prescription Plan - \$2.00 deductible
- (e) A-I -8-26 Weekly Indemnity Insurance Benefit Plan 60% of basic earnings
- (f) A Long Term Disability Insurance Plan providing 60% of basic earnings to a maximum of \$1000.00 per month. Coverage is increased for active employees effective:
September 1, 1999 to maximum of \$1100.00 per month
September 1, 2000 to maximum of \$1200.00 per month
September 1, 2001 to maximum of \$1250.00 per month
- (g) Dental Care Insurance with a 2 year lag in the O.D.A. schedule of fees. Updates January 1st each year.

2. Items (b), (c), (d), and (g) listed above will apply to employee's dependents as well as to the employee.

3. "Dependents" as used in this Article include only an employee's spouse and children as provided for in the policy or plan of the insurance carrier. Effective September 1, 1999 coverage is provided for a same sex spouse for only group health and dental benefits (excludes pension benefits), with the same eligible qualifications as for a common-law spouse.

4. Employees are eligible to join the plan on the first of the month following their probationary period.

5. It is the employee's responsibility to keep the Company informed at all times of his marital status and the names and birth dates of all dependents.

6. The Company will maintain payment of the premium costs for employees with seniority for one (1) month following the month in which they are laid off.

7. Effective September 1, 1999 the Company will provide up to \$50 voucher/reimbursement towards the purchase of Safety Shoes once per contract year, per employee (amount can be carried forward year to year).

ARTICLE 24 - INCOME PROTECTION PLAN

The amended agreement covering the "Income Protection Plan" effective the first (1st) day of September 1993 is hereby made a part of the Collective Agreement.

ARTICLE 25 - TRANSFER PROVISIONS

For purposes of this Article, an employee will be considered transferred when the assignment is to a classification other than his normal classification. All transfers may be made the subject of a grievance beginning with STEP I.

Temporary transfers made by the Company are not to exceed thirty (30) calendar days unless an extension is mutually agreed to between the Company and the members of the plant committee. An exception to this thirty (30) day limit will be made when the transfer is to fill a temporary vacancy created by sickness, accident, or other **authorized** leave of absence, in which case the transfer may continue for the duration of the leave. The Union must be notified and the transfer administered with Union representation present if such transfers involve Diesetters or Skilled Trades or are transfers to a higher-paid classification. In all other situations, the Union will be provided with a weekly listing of the transfers which occurred. Where it is beyond the Company's control to have Union representation present, then the Company shall ensure that the Union is notified of any transfers at the earliest possible date.

(a) An employee transferred to fill a temporary vacancy will not be compelled to remain in that classification beyond a thirty (30) day period.

(b) Transfers will not be used to circumvent the recall and/or posting provisions of the Agreement.

(c) A transferred employee will be returned to his regular classification as soon as the temporary assignment is complete.

(d) Transfers will be distributed as equally as possible among the available and qualified employees.

ARTICLE 26 - JOB POSTING

- (a) An opening is one for which the plant needs an additional employee, in a classification or a specific position in Classification 2. For specific positions in Classification 2 that are posted after September 1, 1999, the posting will contain only the name of the Position. Areas of Proficiency will be the sole responsibility of the Production Manager to assign.
- (b) An opening shall be posted on the plant bulletin boards for forty-eight (48) hours except as limited in this Article. The Union will receive a list of all employees who bid on the posting, as well as a copy of the successful bidder.
- (c) Any employee who has six (6) months seniority may bid on a posted opening by completing a job posting application form and filing it with his supervisor not later than the expiration of the posting period.
- (d) When the filling of a job posting creates a second opening in a classification, such opening shall also be posted. Openings resulting from the second posting shall be filled in an appropriate manner, by the Company without using the posting procedure, except that an employee with seniority will not be compelled to accept a permanent job change.
- (e) The most senior eligible applicant with the necessary ability will be considered the successful bidder. The successful bidder will be allowed up to ten (10) working days (with training) to demonstrate his ability to **satisfactorily** perform the job. He will have five (5) working days to disqualify himself and return to his former job and will be restricted from bidding for a six (6) month period. Operators in any of the Platen Press, 620 Rep, Small Automatics, Combine, Manifold Cell or **Desma** Positions will be given an extra ten (10) working days (with training) (up to a total of 20) to demonstrate their ability to perform the job.
- (f) A successful bidder may not bid on another posting for a period of six (6) months.

(g) The successful bidder will be deemed to be active in the new job five (5) days from the date the posting is removed from the board. The successful bidder shall receive the rate of pay for the open job on the date he begins the job, except when the employee is requested to remain on his present job to protect customer requirements, in which case the employee will be paid the higher of the two wage rates. Such delay in transfer will not exceed thirty (30) calendar days and will be covered by a letter to the employee and Union. Also, the six (6) month restriction will be shortened by the above five (5) days.

(h) The six (6) month restriction clause will be waived for an employee who for any reason has been displaced from a job on which he was the successful bidder.

(i) Should the successful bidder not be able to satisfactorily perform the job, he will return to his former job and the next senior eligible applicant will be considered the successful bidder. The process followed for the return of the original bidder will in effect be the reversal of the posting, and should not be considered a layoff.

(j) If there is not a suitable bidder for an opening, the Company may fill such an opening in an appropriate manner without using the job posting procedure except that an employee with seniority will not be compelled to accept a permanent job change.

(k) Lead hand jobs shall not be posted.

(l) Bidders on the trades jobs must be able to prove previous **specialized** training or the equivalent of such training in work experience.

(m) Nothing in the Job Posting Article shall restrict the Company's use of the Transfer Article.

- (n) Any employee with seniority may bid on any open job.
- (o) The experience gained through temporary transfer will not be used as a basis for awarding a future posted opening to an employee.
- (p) The name of the employee selected to fill a posted job will be posted on the bulletin boards for two (2) working days, not later than five (5) days following the closing time for bids.

ARTICLE 27 - PRODUCTION STANDARDS

The Company and the Union agree that the establishment of work standards and the adjustment of work standards is essential for efficient and economic production as well as for the development of a good standard cost system, all of which is in the interest of both parties.

The Company shall establish production standards that are fair and equitable to the Company and employees. The Union **recognizes** the need for gathering production data to establish performance levels, process efficiency, methods of work etc. Prior to a study of production standards, the Company will discuss with employees the purpose, length of study and other pertinent information. Proper consideration will be given to factors affecting the operation such as breaks, fatigue, ergonomics and other factors identified as part of the operation,

When new production standards are established, either on new jobs or revision of old standards and an employee fails to meet such standards after normal training, the Company will discuss the matter with the Union and supply pertinent data, relating to the standard, and will **re-examine** the standard in an attempt to correct the problem.

The Company further agrees that in the event of a disagreement between the Union and the Company as to the correctness of a production standard, a qualified Union time study man will be allowed to study the job in question, accompanied by the Company time study man.

The intent of this Article is strictly to maintain an efficient and economic production and is not intended in any way to affect the earnings of employees.

ARTICLE 28 - LEAVE OF ABSENCE

(a) The Company may grant a leave of absence, without pay, to employees for personal reasons. All requests for personal leave of absence shall be made in writing and shall be presented to the employee's immediate supervisor or designate. The following procedure will be used for personal leaves of absence:

1. A one **(1)** day leave may be approved by the immediate supervisor providing one **(1)** working day written notice, where possible, is given.
2. A leave of *more* than one **(1)** day and up to five **(5)** days may be approved by the Production Manager providing at least five **(5)** working days written notice is given. If no written response is received within five **(5)** working days the leave is deemed granted.
3. A leave of more than five **(5)** working days, may be approved by the Production Manager. If no response is received, within five working days, then the employee is responsible for following up with the Production Manager.

(b) Employees returning from any form of **authorized** leave of absence, not otherwise provided for in this Agreement, which has not extended past **90** calendar days, will be returned to their last job classification, unless, during their period of absence they were displaced from such job through staff reduction. In such an event the employee will exercise his seniority in accordance with the layoff regulations of Article 11. Employees returning in excess of **90** calendar days will claim a job in accordance with the provisions of Article 11.

(c) Seniority, during an **authorized** leave of absence, not otherwise provided for in this Agreement, shall be accumulated by an employee only for the maximum period of his seniority at the commencement of his absence or two **(2)** years, whichever is the lesser period.

(d) **MEDICAL LEAVE OF ABSENCE:** For absences of three **(3)** days or more (as per Article 12, paragraph 4), the Company will grant a leave of absence for illness and accidents which make it impossible for the employee to perform his duties and such leave will be granted retroactively when necessary for a period equal to the layoff period as specified in Article 12, paragraph 6. The employee must notify the Company within three **(3)** day of the occurrence of his accident or illness, unless he supplies proof of a legitimate reason for not doing so. The Company may require satisfactory evidence as proof of an employee's accident or illness. Employees returning to work after sickness or accident leave of ten **(10)** days or longer may require satisfactory evidence as proof they are able to resume their normal work duties. As a condition of continuation of extended sick leave, an employee may be required to furnish the Company with periodic statements from his doctor indicating the condition and progress of the employee. The Company agrees to advise the employee and the Union in advance of any discontinuance of sick leave.

(e) UNION LEAVE OF ABSENCE:

1. The Company will grant leave of absence without pay for reasonable periods to members of the executive of the Union and the shop committee chairperson and stewards to serve as delegates of the Local Lodge to attend Union conventions and/or conferences. Such leaves will not exceed two (2) persons at any one time, and whenever possible must be applied for fifteen (15) days prior to the commencement of such leave.

2. The Company will grant leaves of absence without pay to **authorized** members of the appropriate plant committee and Union executive for a period not to exceed one (1) day for the purpose of dealing with matters directly concerned with the bargaining unit of Local Lodge 1703. The number of **authorized** members that will be granted the above one (1) day leave will not exceed three (3) members at any one time. The Union will hold the frequency of requests to a reasonable number per year. The Company will notify the Union when it is apparent that the number of requests, in the Company's opinion, has become unreasonable (reasonable will be based on past practices).

An exception to this may occur when it will be necessary for all **authorized** members to be off on the same day. In this case the Union will first meet with the Company to explain the reasoning for the exception. Permission for any exceptions will not be unreasonably withheld. Leaves under this section must be applied for as early as possible but not later than one (1) day in advance and will be requested on a written form through the employee's supervisor. Members of the negotiating team will be granted leaves as required prior to and during the period of negotiating a new Agreement. These leaves are to be in addition to the above mentioned leaves.

3. The Company will grant a leave of absence without pay to not more than one (1) employee at one time to serve in a full time position with the Local or International Union. The Company will continue to cover the employee for Health Care benefits and Life Insurance for which they will be reimbursed. Such leave will be granted by the Company for a period of up to four (4) years and the employee will retain all seniority rights under the Collective Agreement so long as he/she holds a position within the Local or International Union. The employee may reapply for additional leave at the end of each four-year period. Such leave or extension must be requested by the Union in writing as soon as practical before such leave is desired.

ARTICLE 29 - MATERNITY LEAVE OF ABSENCE

Active female employees, who are pregnant, and have at least thirteen (13) weeks seniority will be granted a maternity leave of absence.

Such leave will commence no earlier than the end of the fifth (5th) month of pregnancy and expire no later than the end of the fourth (4th) month after delivery. Such leaves may commence earlier if:

- (i) The employee cannot perform her duties adequately and efficiently.
- (ii) The employee's physician indicates a medical need to do so.

Wherever possible, requests for maternity leave will be submitted in writing six (6) weeks in advance of the start of the leave. Requests will show the expected date of delivery, be signed by a qualified physician, and indicate the employee's intention to return to work.

An employee who does not return to work at the expiration of the leave will be considered an employee who has quit.

Seniority will continue to accumulate during a maternity leave of absence.

The Company reserves the right and may request a medical certificate to verify the employee's ability to continue working.

Employees returning from a maternity leave will present to the Company, at least one (1) week in advance, a medical certificate stating that she is physically capable of performing her normal duties.

Maternity and parental leave will be granted in accordance with the provisions as outlined in the Employment Standards Act.

An employee returning from maternity or parental leave will return to his/her former job, providing it still exists, or to a comparable position if it does not. Otherwise she will exercise her seniority in accordance with the Collective Agreement.

ARTICLE 30 - BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee other than a probationary employee, upon request, will be granted a leave of absence of up to three (3) consecutive days on which he would otherwise have been scheduled to work. This leave will commence immediately following the death. Pay for bereavement leaves will be calculated at the employee's regular wage rate.

The benefit is subject to the following:

1. A day is defined as the hours the employee would have otherwise worked, to a maximum of eight (8) hours.
2. Working hours excused shall not be considered as hours worked for the purpose of computing overtime premium.
3. "Immediate family" for the purpose of this section is defined as the employee's:

Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Father-in-Law, Mother-in-Law, Brother-in-Law, Sister-in-Law, Son-in Law, Daughter-in-Law, Step-father, Step-mother, Step-brother, Step-sister, Step-son, Step-daughter, Grandparents, and Grandchildren.
4. Additional days off without pay will be granted to an employee under this clause if requested.
5. A one day bereavement leave, with pay, will be granted to an employee in the event of the death of their spouse's grandparents.

ARTICLE 31 - JURY DUTY PAY

An employee who is actually at work for the Company and has completed his probationary period and is called for service on jury duty or as a Crown witness shall be entitled to receive from the Company the difference in pay between the jury duty or Crown witness pay and what he would have received from the Company computed at straight time for the time necessarily and actually spent on jury duty or as a Crown witness during the hours the employee would have been regularly scheduled to work.

Any employee required to serve on jury duty or as a Crown witness will be considered to be "regularly scheduled" on day shift hours for the period of such required jury or Crown witness service. The Company may require proof of time actually spent on jury duty or as a Crown witness.

In order to receive payment, an employee must give the Company prior notice that he has been summoned for jury duty or as a Crown witness and must furnish adequate proof that he reported for or performed jury duty or acted as a Crown witness, and the time he was released from jury duty or as a Crown witness for all days on which he claims such payment.

ARTICLE 32 - SAFETY AND HEALTH

(a) The Company, to the extent provided by law, will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices and give proper attention to the elimination of any condition of employment which is a hazard to the safety or health of the employees.

(b) Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing will be provided and maintained by the Company.

(c) The Company, in consultation with the joint Health and Safety Committee, will formulate and publish, from time to time, rules and regulations regarding the use and operation of machine equipment, special equipment or clothing and plant facilities, and the terms and conditions upon which special equipment, clothing and prescription safety glasses are issued to employees.

(d) There is established a joint Health and Safety Committee, consisting of at least four (4) members, and at least half the members of the committee are to be workers who do not exercise managerial functions. This committee will have all the rights and responsibilities given to it under the Occupational Health and Safety Act (Ontario) and its attendant regulations. The committee will meet at least once each month. Time spent in such meetings is to be considered time worked. Minutes of each meeting will be taken and distributed to the members of the committee and designated representatives of the Company and the Union.

(e) Any employee taken ill during working hours will be provided with transportation either to their home or local hospital.

ARTICLE 33 - NON UNIT EMPLOYEES WORKING

Non bargaining unit employees shall not perform work normally performed by employees in the bargaining unit except:

- (a) In emergencies when regular employees are not available, and all attempts to contact regular employees have failed.
- (b) In the instruction of employees.
- (c) In the performance of necessary work when difficulties are encountered on the job as long as the bargaining unit employee is present.
- (d) In the development of a new method of operation. Consideration will be given to bargaining unit employees being present at the stage of development when significant quantities of parts are required.

The intent of this section is that non bargaining unit employees shall not perform bargaining unit work in any manner that displaces the services of a bargaining unit employee.

ARTICLE 34 - TECHNOLOGICAL CHANGE

(a) Technological change shall be defined as the automation or **mechanization** of equipment or change to traditional job duties that substantially alter or eliminate jobs of employees.

(b) The Company shall notify the Union as far in advance as possible of any technological change that affects employment.

(c) The Company shall make every effort to **re-train** its current employees at its expense, in the event that technological change requires greater skills as a condition of continued employment.

(d) In the event that an employee cannot be successfully **re-trained**, he will claim a job in accordance with the seniority provisions of this agreement.

ARTICLE 35 - APPRENTICESHIP COMMITTEE

(a) There is hereby established an apprenticeship committee to be composed of four (4) members, half of whom shall be from the Company and the other half from the Union. The Union shall select only skilled tradesmen of journeyman status as its representatives.

(b) The apprenticeship committee shall meet during the working hours of its members, all of whom must be present in order to conduct its business and will meet quarterly.

(c) The general purpose of this committee is to be responsible for the successful operation of the apprenticeship program in order to ensure the adequate training and supply of skilled trades in the plant. The apprenticeship committee may also have such other responsibilities as may be determined by the committee.

ARTICLE 36 - TERMINATION

(a) This Agreement shall be effective as of September 1, 1999. It shall thereafter continue in effect until and including August 31, 2002, and shall continue in effect from year to year thereafter unless either party gives notice in writing of its intentions to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement. Such notice can be given not less than thirty (30) days and not more than *one* hundred and eighty (180) days prior to the above termination date.

(b) If notice of intention to amend is given by *either* party in writing, negotiations will commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed upon. If such negotiations do not result in agreement prior thereto, this Agreement shall terminate upon the then date of termination, subject however, to the right of the parties to extend the same by mutual agreement.

(c) Notwithstanding the foregoing, any change or amendment to the terms of the Agreement may be negotiated by mutual agreement in writing between the parties at any time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the city of St. Thomas in the province of Ontario on the 22nd day of January, 1999.

VICTOR REINZ, ST. THOMAS PLANT, DANA CANADA INC.

Earl Sibbett

Patti Turner

Jim Westover

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS and LOCAL LODGE 1703

Carl Sibley

Mike Maginn

Brian Williams

Arlene McGugan

APPENDIX A

BASE RATES AS OF SEPTEMBER 1, 1999.
(RATES INCLUDE \$0.43 per hour COLA FROM PREVIOUS
AGREEMENT AND WAGE INCREASE FOR SEPTEMBER 1,
1999)

Classification 1 (Skilled Trades):

- September 1, 1999	\$300 lump sum
- September 1, 1999	\$21.63 /hour
- September 1, 2000	\$21.88 /hour
- March 1, 2001	\$22.08 /hour
- September 1, 2001	\$22.73 /hour
- March 1, 2002	\$22.83 /hour

Classification 2 (Heat Shields and formerly Setup Op,

Setup Op Maintain):

- September 1, 1999	\$300 lump sum
- September 1, 1999	\$16.96 /hour
- September 1, 2000	\$17.06 /hour
- March 1, 2001	\$17.16 /hour
- September 1, 2001	\$17.26 /hour
- March 1, 2002	\$17.36 /hour

Classification 2 (formerly Setup Op Maintain Systems):

- September 1, 1999	\$500 lump sum
- September 1, 1999	\$17.36 /hour
- September 1, 2000	\$300 lump sum
- September 1, 2001	\$300 lump sum

Classification 3 (Diesetters):

- September 1, 1999	\$500 lump sum
- September 1, 1999	\$16.46 /hour
- September 1, 2000	\$16.66 /hour
- March 1, 2001	\$16.76 /hour
- September 1, 2001	\$16.96 /hour
- March 1, 2002	\$17.06 /hour

Classification 4 (Shippers/Receivers):	
-- September 1, 1999	\$500 lump sum
-- September 1, 1999	\$16.36 /hour
-- September 1, 2000	\$16.46 /hour
-- March 1, 2001	\$16.56 /hour
-- September 1, 2001	\$16.66 /hour
-- March 1, 2002	\$16.76 /hour

Classification 5 (Material Handlers/Diechasers/ Warehouse):	
-- September 1, 1999	\$500 lump sum
-- September 1, 1999	\$15.53 /hour
-- September 1, 2000	\$15.63 /hour
-- March 1, 2001	\$15.73 /hour
-- September 1, 2001	\$15.83 /hour
-- March 1, 2002	\$15.98 /hour

Classification 6 (formerly Machine Operators):	
-- September 1, 1999	\$500 lump sum
-- September 1, 1999	\$15.71 /hour
-- September 1, 2000	\$15.81 /hour
-- March 1, 2001	\$15.91 /hour
-- September 1, 2001	\$16.01 /hour
-- March 1, 2002	\$16.11 /hour

Classification 6 (formerly General Production, Final Inspection):	
-- September 1, 1999	\$300 lump sum
-- September 1, 1999	\$15.71 /hour
-- September 1, 2000	\$15.81 /hour
-- March 1, 2001	\$15.91 /hour
-- September 1, 2001	\$16.01 /hour
-- March 1, 2002	\$16.11 /hour

Classification 7 (Sweeper):

- September 1, 1999	\$500 lump sum
- September 1, 1999	\$15.23 /hour
- September 1, 2000	\$15.33 /hour
- March 1, 2001	\$15.43 /hour
- September 1, 2001	\$15.53 /hour
- March 1, 2002	\$15.63 /hour

Wage increases are implemented the first full pay period on or after the effective date.

The lump sum payment payable on September 1, 1999 will be paid on Friday, September 3, 1999 and the wage increase effective September 5, 1999 (pay ending September 11, 1999) will be paid on Friday, September 17, 1999.

APPRENTICES -Will be paid a percentage of the journeyman's rate according to the following schedule:

Up to 1000 hours	75.0%
1001 to 2000 hours	77.5%
2001 to 3000 hours	80.0%
3001 to 4000 hours	82.0%
4001 to 5000 hours	85.0%
5001 to 6000 hours	87.5%
6001 to 7000 hours	90.0%
7001 to 8000 hours	95.0%
Over 8000 hours	100.0%

RED CIRCLE RATES

Red circle rates will be eliminated starting in the second year of the contract by being offset by wage increases and/or pay for skill increases.

LETTER OF INTENT

June 23, 1993
Revised June 12, 1996

Mr. J. Nugent
Business Representative,
International Association of Machinists
and Aerospace Workers,
18 Princess Ave.,
St. Thomas, Ontario

Reference: Contracting Out

Dear Mr. **Nugent**:

During our 1996 negotiations, we discussed the issue of contracting out.

The company reaffirms its intention to use its ability to contract out only for appropriate business reasons, and will not do so to the detriment of the employees at the Victor **Reinz**, St. Thomas Plant.

Before any work is contracted out, the company will, where practicable, notify the union of the reasons for its actions.

Yours truly,

Daniel T. Cavanagh
Plant Manager

LETTER OF INTENT

June 23, 1993
revised June 12, 1996

Mr. J. Nugent
Business Representative,
International Association of Machinists
and Aerospace Workers,
18 Princess Ave.,
St. Thomas, Ontario

Reference: Student Help

Dear Mr. **Nugent**:

During our **1996** negotiations, we discussed the issue of student help.

The company will continue on occasion to hire students as the need arises. It is understood that such students will be hired on a temporary basis for a period not to exceed one semester.

It will be our practice to offer employment to students who have previously worked for Victor prior to seeking new candidates.

It is the Company's intent to offer additional openings to the children of our employees. The Company will post the number of openings available prior to going outside. Consideration will be given on a first come first serve basis subject to meeting the employment requirements of the Company.

The company reserves the right to **re-hire** the same student on more than one occasion provided that such hiring is not for consecutive semesters.

Yours truly,

Daniel T. Cavanagh
Plant Manager

LETTER OF INTENT

June 23, 1993
revised June 12, 1996

Mr. J. Nugent
Business Representative,
International Association of Machinists
and Aerospace Workers,
18 Princess Ave.,
St. Thomas, Ontario

Reference: Lead Hands

Dear Mr. **Nugent**:

During our **1996** negotiations we had lengthy discussions on the subject of lead hands.

The Company and the Union agree that the current language on lead hands will remain in effect, and that the Company may continue to appoint lead hands as necessary.

However, the Union may be assured that any problems that existed in the past in this area will not be repeated, and that the Plant Committee will be made aware of our intentions should the need for further lead hands arise.

Yours truly,

Daniel T. Cavanagh
Plant Manager

LETTER OF INTENT

January 14, 1999

Mr. Carl **Sibley**
Business Representative
International Association of Machinists
and Aerospace Workers
18 Princess Avenue
St. Thomas, Ontario

REFERENCE: PROCEDURE FOR DETERMINING "UNDER
THE INFLUENCE OF ALCOHOL OR ILLEGAL
DRUGS" -Article 9; Discipline and Discharge

During the 1999 negotiations, the Company asserted its "Zero
Tolerance" policy regarding employees at work under the
influence of alcoholic beverages or illegal drugs.

The Union and the Company agree to seek medical and legal
advice to develop a fair and reasonable procedure to determine
if an employee is at work under the influence of alcohol or
drugs. Both the Union and Company **recognize** the
seriousness of this potential safety hazard and the importance
of a formal procedure to effectively handle a circumstance of
this nature.

Yours truly,

Earl **Sibbett**
Plant Manager

LETTER OF INTENT

January 22, 1999

Mr. Carl Sibley
Business Representative
International Association of Machinists
and Aerospace Workers
18 Princess Avenue
St. Thomas, Ontario

For the length of the Collective Agreement, any employee performing work in the positions or areas of proficiency of **Desma**, Combine or Manifold Cell will receive the base rate of that position.

Yours truly,

Earl Sibbett
Plant Manager

LETTER OF INTENT

January 19, 1999

Mr. Carl Sibley
Business Representative
International Association of Machinists
and Aerospace Workers
18 Princess Avenue
St. Thomas, Ontario

REFERENCE: NEW CLASSIFICATIONS

During the 1999 negotiations, we had lengthy discussions regarding the new classifications.

It is imperative that we have in place an efficient and streamlined system that will **maximize** our ability to meet our customers' requirements, reduce waste and improve our competitiveness. To achieve this, we have amalgamated a number of classifications and amended the transfer provisions.

The new Classification 2 (Production Operations A) is made up of the former classifications of Setup Operate, Setup Operate Maintain, and Setup Operate Maintain Systems. As of September 1, 1999 these people will be assigned to positions in Classification 2 based on their "normal job duties" at that time. People will need to be proficient in other positions within Classification 2. In order to satisfy this requirement, a training and skills refreshment plan will be developed.

Specific positions are not designated within the new Classification 6 -- Production Operations B (formerly General Production, Machine Operators, Final Inspection). Wherever possible, people will remain in their current "normal job duties" but it is our intention to blend sorting, **deflashing**, stacking and final inspection within existing operations or eliminate them entirely.

The new Shields business will create several new operations, both in complete pressing of the parts (that are not economically feasible to tool on the Automatic Line) and in secondary operations in Classification 6. Operation of the Automatic Shield Line(s) is a new position within Classification 2.

It is understood that people may be required to perform any work within their classification as required for production or training requirements. Input will be sought from employees prior to the Company's decision regarding training requirements. Notwithstanding the above, transfers between classifications will be assigned as per the provisions of Article 25. **Regarding** the inability of people to perform certain aspects of the work within classifications for reasons of legitimate medical restrictions, the Joint Health and Safety Committee will be responsible for reviewing and recommending appropriate action plans.

On September 1, 1999 any of the following employees still **laidoff** from their classifications in which they retain recall rights, may make a one-time only declaration of (a) their preference to remain in their current classification and waive their recall rights, or (b) be recalled to the junior position of Classification 2 (Production Operations A) provided they have the plant seniority on September 1, 1999 to do so.

Sheila Balogh (recall to the former Classification of
Setup Operate Maintain Systems)

Sue Dykstra (recall to the former Classification of
Setup Operate Maintain)
Deb Gordon (recall to the former Classification of
Setup Operate Maintain)
Don McKnight (recall to the former Classification of
Setup Operate Maintain)
Lori Ormerod (recall to the former Classification of
Setup Operate Maintain)
Rick Ormerod (recall to the former Classification of
Setup Operate Maintain Systems)

Yours truly,

Earl Sibbett
Plant Manager

LETTER OF INTENT

January 21, 1999

Mr. Carl **Sibley**
Business Representative
International Association of Machinists
and Aerospace Workers
18 Princess Avenue
St. Thomas, Ontario

REFERENCE: RETURN TO WORK PROGRAM

During our **1999** negotiations we discussed and reaffirmed our intentions in regard to a comprehensive Return to Work Program.

If an employee is not able for medical reasons to perform their regular duties, the Company will make every reasonable effort to assign them temporary duties appropriate to their medical needs. It is understood that accommodation may not always be available and a physician's statement outlining the nature, extent and expected duration of their medical restrictions, may be required.

The Company commits that each case will be assess on its own merits through the development of a Return to Work Program **modeled** after a successful program that has been developed at another Dana facility. This Committee will comprise equal numbers of representatives from the Union and the Company, total number of members not to exceed four (**4**), including the Committee Chairperson who will be appointed by the Company.

Yours truly,

Earl Sibbett

LETTER OF INTENT

January 21, 1999

Mr. Carl **Sibley**
Business Representative
International Association of Machinists
and Aerospace Workers
18 Princess Avenue
St. Thomas, Ontario

REFERENCE: HEALTH AND SAFETY REPRESENTATIVE

The current Joint Health and Safety Committee has done an excellent job to improve training, work conditions and raise awareness in our Plant about the importance of safety through their conscientious and proactive measures. This is in no small part a result of the dedication and hard work of these individuals.

During our 1999 negotiations, we discussed our commitment to continue our current practice of allocating dedicated time to a certified Health and Safety Representative. This Representative will be appointed by the Union and, for reasons of continuity, any temporary changes in that appointment will be given to the Company in writing with thirty (30) days notice.

Our current practice, where possible, is to afford the Certified Health and Safety Representative, eight (8) consecutive hours per week dedicated to Health and Safety issues. For reasons of shift consideration, this time is scheduled on the first or last work day of the week. Scheduling the time and work activities is the responsibility of the Company.

It is the Company's intention to continue this effective program and strengthen its positive impact on safety, however certain circumstances may require a change of scheduled time or portions thereof. In this situation, the Company will make every attempt to **re-schedule** the time if needed.

In the event, there is a permanent change in the appointment of the current Certified Health and Safety Representative, the Company retains the right to review its decision to continue the provisions of this Letter of Intent.

Yours truly,

Earl Sibbett
Plant Manager

PLANT RULES

Committing any of the following acts is sufficient grounds for disciplinary action ranging from reprimand to dismissal:

1. smoking in prohibited areas
2. reporting to work under the influence of alcoholic beverages or being in possession of alcoholic beverages, or weapons in the plant or on Company property.
3. assault of fellow employees, brawling, fighting, or horseplay on Company property.
4. theft from the Company or fellow employees.
5. malicious or careless destruction of Company property, including writing on or defacing of walls or partitions.
6. refusal to perform work requested by supervisor.
7. falsifying pay records.
8. washing or preparing to leave before the end shift signal is sounded, tardiness in reporting to the job after reporting in, loitering in the washroom or on Company property.
9. leaving premises during working hours without the supervisor's permission.
10. habitual absenteeism or lateness,
11. failure to notify department supervisor of absence from or lateness for work prior to or immediately after the start of the assigned **shift**.

12. using the telephone for personal calls during working hours
- calls for employees will be accepted in cases of emergency only.

13. ignoring or continually violating the safety rules or common sense safe practices.

14. ignoring or continually violating the plant parking lot rules.

15. disturbing employees in any manner at shift change times or any other times by employees waiting for job assignments.

16. reporting for work or being present on Company property under the influence of drugs that have not been prescribed by medical **authorization**, or possessing, dispensing, or using unprescribed drugs on Company property.

17. producing excessive scrap or rework.

SAFETY RULES

Violation of any of the following rules is sufficient grounds for disciplinary action ranging from reprimand to dismissal:

1. Safety equipment, as specified, must be worn at all times.

2. Operate only those pieces of equipment, or do only the kind of work which you have been assigned by your supervisor, and for which you can be considered competent.

3. Operate machinery only if all guards are in place.

4. Remove "danger tags" placed on dangerous machinery or equipment only if **authorized** to do so by the Manufacturing Manager or his designated representative.

5. Shut down and lock out machines before cleaning, oiling, or adjusting.
6. Wear no rings, watches, flowing ties, loose jackets, or sleeves, and ensure that hair is tied back when working at or near machines.
7. Use a brush, hook, or stick to remove chips or shavings from machines.
8. Never tamper with electrical equipment. Call a competent person.
9. Using compressed air for blowing dust from clothing is forbidden and dangerous. Never direct a stream of compressed air toward your body or that of any other person.
10. Load trays and trucks only to their rated capacity. Never walk alongside loaded trucks while they are moving.
11. Horseplay is dangerous and cannot be tolerated. It often results in someone else sustaining an injury.
12. Riding or standing on the forks of lift trucks or hand trucks is extremely dangerous, especially when the trucks are in motion. Always travel at a safe speed when operating lift trucks. Be aware of slippery docks and truck floors.
13. Check your equipment - tools for mushroomed heads, ladders for broken rungs, unsafe trays.
14. All flammable liquids and acids must be kept in safe containers and properly identified. Follow safe practices when using or dispensing these materials.
15. Material parts, tools, oil, grease, or other articles must not be left in aisles or wherever they may cause a tripping or slipping hazard to any person.

1999

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
January							February							March						
					1	2	1	2	3	4	5	6	1	2	3	4	5	6		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	28	29	30	31									
31																				
April							May							June						
				1	2	3						1	1	2	3	4	5			
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	a	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				
							30	31												
July							August							September						
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	1a
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30						
October							November							December						
				1	2	1	2	3	4	5	6				1	2	3	4		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31					
31																				

2000

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
January							February							March						
						1		1	2	3	4	5			1	2	3	4		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	5	6	7	8	9	10	11
9	10	11	12	13	14	15	13	14	15	16	17	18	19	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	19	20	21	22	23	24	25
23	24	25	26	27	28	29	27	28	29	26	27	28	29	30	31					
30	31																			
April							May							June						
						1		1	2	3	4	5	6			1	2	3		
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30				
30																				
July							August							September						
						1		1	2	3	4	5			1	2				
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30		
30	31																			
October							November							December						
1	2	3	4	5	6	7			1	2	3	4			1	2				
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30						
														31						

2002

S M T W T F S							S M T W T F S							S M T W T F S								
January							February							March								
		1	2	3	4	5							1	2							1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16		
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23		
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30		
																				31		
April							May							June								
		1	2	3	4	5	6			1	2	3	4							1		
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15		
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22		
28	29	30	31				25	27	28	29	30	31		23	24	25	26	27	28	29		
																				30		
July							August							September								
		1	2	3	4	5	6				1	2	3	1	2	3	4	5	6	7		
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21		
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28		
28	29	30	31				25	26	27	28	29	30	31	29	30							
October							November							December								
		1	2	3	4	5						1	2	1	2	3	4	5	6	7		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21		
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28		
27	28	29	30	31			24	25	26	27	28			29	30	31						

If you must be absent from work, you must report your absence either before, or immediately after the start of your assigned shift.

To assist you in this regard, the following numbers should be used:

If you need to speak to someone in the plant or leave a message:

use a touch tone phone and call:

631-1600 extension 132 or 127

SEVERE WEATHER CONDITIONS

Should we encounter severe weather conditions that might curtail plant operations, we suggest that you tune in St. Thomas radio station on the dial (103.1 FM) for possible company announcements.

2000

JANUARY / JANVIER

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JULY / JUILLET

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY / FÉVRIER

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

AUGUST / AOÛT

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH / MARS

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER / SEPTEMBRE

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL / AVRIL

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER / OCTOBRE

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY / MAI

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
						2
						3
						4
						5
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER / NOVEMBRE

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
						2
						3
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE / JUIN

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
						2
						3
						4
						5
						6
						7
						8
						9
						10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER / DÉCEMBRE

S/D	ML	T/M	WM	T/J	F/V	S/S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2001

JANUARY / JANVIER

S/D	M/L	T/M	W/M	T/J	F/V	S/S
	1	2	3	4	5	6
7	a	9	10	ii	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY / JUILLET

S/D	M/L	T/M	W/M	T/J	F/V	S/S
	1	2	3	4	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY / FÉVRIER

S/D	M/L	T/M	W/M	T/J	F/V	S/S
				1	2	3
4	5	6	7	a	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

AUGUST / AOÛT

S/D	M/L	T/M	W/M	T/J	F/V	S/S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH / MARS

S/D	M/L	T/M	W/M	T/J	F/V	S/S
				1	2	3
4	5	6	7	a	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER / SEPTEMBRE

S/D	M/L	T/M	W/M	T/J	F/V	S/S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

APRIL / AVRIL

S/D	M/L	T/M	W/M	T/J	F/V	S/S
	1	2	3	4	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER / OCTOBRE

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

MAY / MAI

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

NOVEMBER / NOVEMBRE

S/D	M/L	T/M	W/M	T/J	F/V	S/S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUNE / JUIN

S/D	M/L	T/M	W/M	T/J	F/V	S/S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER / DÉCEMBRE

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

2002

JANUARY / JANVIER

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

JULY / JUILLET

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

FEBRUARY / FÉVRIER

S/D	M/L	T/M	W/M	T/J	F/V	S/S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

AUGUST / AOÛT

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

MARCH / MARS

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

SEPTEMBER / SEPTEMBRE

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

APRIL / AVRIL

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

OCTOBER / OCTOBRE

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

MAY / MAI

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

NOVEMBER / NOVEMBRE

S/D	M/L	T/M	W/M	T/J	F/V	S/S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE / JUIN

S/D	M/L	T/M	W/M	T/J	F/V	S/S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER / DÉCEMBRE

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

If you must be absent from work, you must report your absence either before, or immediately after the start of your assigned shift.

To assist you in this regard, the following numbers should be used.

If you need to speak to someone in the plant:

**-weekdays 8:00 a.m. to 4:30 p.m. - call
631-1600**

After hours or weekends:

**-use a touch tone phone and call
631- 1600 extension 132**

**-to leave a message, call
63 1 - 1600 extension 222**

SEVERE WEATHER CONDITIONS

Should we encounter severe weather conditions that might curtail plant operations, we suggest that you tune in to St. Thomas radio station 103.1 FM for possible company announcements.

