

Collective Agreement

Between

**Dana Canada Inc.
Wix Filtration Products Division**

and

**United Steelworkers of America
Local 4605**

**Begins:
11/07/2003**

**Terminates:
11/06/2006**

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TABLE OF CONTENTS

LABOUR AGREEMENT

Article No.	Page
I Purpose of Agreement	5
I Union Recognition	6
Sec. 1. Recognition and Appropriate Unit	6
Sec. 2. Definition of Employee	6
Sec. 3. Supervising list given to Union	6
Sec. 4. Work by foreperson	6
Sec. 5. Meetings.	7
III No Discrimination	7
IV Union Security	7
Sec. 1. Membership in Union	7
Sec. 2. Deduction of Dues	8
Sec. 3. Company Practice	8
Sec. 4. Union Business	8
V Management	8
VI Grievance Procedure	9
Sec. 1. Grievance Committee	9
Sec. 2. Appointment of shop stewards	10
Sec. 3. Grievance Steps	10
Sec. 4. Multi departmental grievances	12
Sec. 5. Payment for Union meetings	13
Sec. 6. Meetings	13
Sec. 7. Dismissal or Suspension procedures	13
Sec. 8. Time Limits	13
Sec. 9. Copies of Warnings	13
VII Seniority Provisions	14
Sec. 1. Definition of Seniority	14
Sec. 2. Purpose	14
Sec. 3. Probationary Employees	14
Sec. 4. Downgrading Procedure when working forces are reduced	15
Sec. 5. Recall	19

Article No	Page
Sec. 6. Job Posting	19
Sec. 7. Automation. Technological Change	22
Sec. 8. Job Assignments	23
Sec. 9. Termination of Seniority	24
Sec. 10. Temporary Transfer	25
Sec. 11. Seniority Lists	27
Sec. 12. Returning to Bargaining Unit	27
Sec. 13. Grievance Committee 1st Shift	27
Sec. 14. Union Executives During Layoff	28
 VIII	
Leave of Absence	28
Sec. 1. Procedure	28
Sec. 2. Union Business	29
Sec. 3. Union Conventions	29
Sec. 4. Funeral Leave - with pay/death in family	29
Sec. 5. Jury Duty	30
Sec. 6. Pregnancy Leave	30
Sec. 7. Employment During Leave	30
Sec. 8. Justifying Absence	31
 IX	
Safety and Health	31
Sec. 1. Safety Standards	31
Sec. 2. Equipment and Supplies	33
Sec. 3. Plant Safety Committee	34
Sec. 4. Wearing Safety Glasses	34
Sec. 5. Heat Stress	34
Sec. 6. Operation of Lift Trucks	35
 X	
Bulletin Boards	35
 XI	
Copies of Agreement	35
 XII	
Union Representatives	36
 XIII	
Employees with Disabilities or Restrictions	36

Article No.		Page
XIV	Hours of Work	37
	Sec. 1. Purposes of Article	37
	Sec. 2. Normal Work Day	37
	Sec. 3. Rest Period and Wash-up Periods	39
	Sec. 4. Lunch Periods	39
	Sec. 5. Work in excess of Scheduled Shift	39
	Sec. 6. Assignment of Overtime	40
XV	Holidays	43
	Sec. 1. Celebrated Holidays	43
	Sec. 2. Eligibility and Calculation	45
XVI	Vacations	46
	Sec. 1. Eligibility	46
	Sec. 2. One week of vacation with pay	47
	Sec. 3. Two weeks of vacation with pay	47
	Sec. 4. Three weeks of vacation with pay	47
	Sec. 5. Four weeks of vacation with pay	47
	Sec. 6. Five weeks of vacation with pay	47
	Sec. 7. Six weeks of vacation with pay	47
	Sec. 8. Employee leaving the Company	48
	Sec. 9. Scheduled vacations	48
	Sec. 10. Payment for Vacation	49
	Sec. 11. Holiday during vacation period	50
XVII	Wages	50
	Sec. 1. Wage Scheduled	50
	Sec. 2. Reporting Allowances	50
	Sec. 3. Emergency Work	51
	Sec. 4. Temporary Transfer	51
	Sec. 5. Industrial Accident	51
	Sec. 6. Night Shift Differential	51
XVIII	Incentive pay Provisions	52
	Sec. 1. Standard Hours and Production Count	52
	Sec. 2. Time Standards	53
	Sec. 3. Guarantee of Incentive Standards	53

Article No.	Page
Sec. 4.	Daily Guarantee 53
Sec. 5.	Grievances on New Time Standard 54
Sec. 6.	Incentive Information 55
Sec. 7.	Temporary Incentive Standards 55
Sec. 8.	Information Provided During Grievance Procedure 56
Sec. 9.	Down Time 57
Sec. 10	Union to Choose Time Study Steward 57
XIX	insurance 57
XX	Pensions 60
XXI	No Strikes or Lock-outs 63
	Sec. 1. No Strikes or Stoppages 64
	Sec. 2. Company Discipline
	Humanity Fund 65
	Letters of Intend 66-78
	Arbitrators 79
	Severance Package 80
	Schedule "A" 81
	Schedule "B" 82
	Schedule "C" 83
	Acknowledgement of additional letters 84
XXII	Duration of Agreement 85
	Sec. 1. Agreement Effective 63
	Witness of Agreement 85

COLLECTIVE AGREEMENT

Made effective this 7th day of November 2003, at
Cambridge, Ontario, between

**DANA CANADA INC.
WIX FILTRATION PRODUCTS DIVISION
CAMBRIDGE PLANT**

or its successors and/or its assigns

hereinafter called the "Company", of the First Part.

and

**UNITED STEELWORKERS OF AMERICA
LOCAL 4605**

hereinafter called the "Union", of the Second Part.

ARTICLE I Purpose of Agreement

1.01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the employer and the employee and to set forth the basic agreement covering rates of pay, hours of work, conditions of employment, to provide a mechanism for the resolution of disputes, to be observed between the parties hereto.

It is also the intent of the parties to secure and sustain maximum productivity per employee during the term of this Agreement. Consistent with the principle of a fair day's work for a fair day's pay, the Union re-emphasizes its agreement with the object of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

ARTICLE II

Union Recognition

2.01 The company recognizes the Union as the sole and exclusive bargaining agency with respect to all matters arising under this Agreement for all its employees at Cambridge, Ontario, save and except foreperson, persons above the rank of foreperson, inspectors, employees in the Engineering Department, office and sales staff, and laboratory personnel.

If the company moves its existing facility within 120 km radius of 244 Montrose Street North, the employees at the Cambridge Plant will have the first opportunity to move with the facility and continue to be covered by the current USWA Collective Agreement. This cannot be construed to affect certification or rights or bargaining agency in any way with other facilities, owned or operated by Dana Canada Inc. either presently or in the future within this radius.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except when the context otherwise provides. Any reference to the male gender in this Agreement shall be construed to include both males and females.

2.03 The Company will post and supply the Union with a list of employees acting in a supervisory capacity and any subsequent changes to such list.

2.04 Persons whose regular jobs are not in the bargaining unit shall not perform the work regularly done by bargaining unit employees. In the event that a bargaining unit person is not readily available, every effort will be made to replace this person with another bargaining unit person as soon as possible. This shall not be construed to prevent non-bargaining unit personnel from acting as instructor, performing experimental work, working when an employee is temporarily not available, or in emergency affecting the safety of employees or damage to equipment. The Company agrees to notify the Union of work designated as "experimental".

2.05 Meetings held pursuant to all matters of the Collective Agreement will be held at an hour mutually agreed to by both parties pursuant to any time limits of the Collective Agreement.

ARTICLE III No Discrimination

3.01 The Company and the Union agree that there will be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap and any other type of form as per the Human Rights Code.

3.02 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employees because of his/her membership in, or connection with the Union.

3.03 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company, or by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Company except as hereinafter provided.

ARTICLE IV Union Security

4.01 It is agreed that all employees now members of the Union shall, as a condition of employment, remain members in good standing for the duration of this Agreement, and that all employees hired during the life of this Agreement shall become members of the Union upon completion of the employee's probationary period (provided that the Company shall not be required to discharge or discriminate against any employee to whom membership in the Union has been denied

or terminated on any ground other than his/her refusal to tender the periodic dues uniformly required to maintain membership in the Union).

4.02 The Company agrees to deduct the regular monthly dues in accordance with the constitution of the Union and the bylaws of the local from all wages of employees covered by this Agreement and remit by cheque each month the full amount of money so collected to the Financial Secretary of the Union. The remittance shall be accompanied by a list of all bargaining unit employees showing the amount of each deduction, and if no deduction, indicate the reason for no deduction.

4.03 The Company will compensate employees, at their regular rate, for lost time due to approved union business when on Company premises. When meetings are scheduled or requested by the Company outside the employees' regular shift, the Company will pay overtime at one and one-half (1 ½) times the regular rate. The Company will compensate employees for their regular hours for the purposes of negotiating the collective agreement. The Union will give two (2) working days notice for in Plant Union business if the required time off is less than five (5) days.

4.04 The Company will compensate employees for approved union business off Company premises, and the Union will subsequently reimburse the Company for such absences. The Company will invoice the Union on a regular and timely basis.

ARTICLE V Management

It is understood and agreed that all functions of management of the enterprise, which are not specifically limited by the express language of this Agreement, are retained by the Employer. The functions listed in this Article are illustrations of

the responsibilities retained by the Company and are not intended as an all-inclusive list. The management of the manufacturing operations: methods of production; the direction of the working forces, including but not limited to, the rights to direct and control all the operations or services to be performed in or at the plant or by the employees of the Employer; to decide what work shall be performed in the plant or by employees; to schedule working hours; to hire, promote, demote, and transfer; to suspend, discipline, discharge for cause; to relieve employees because of lack of work or for other legitimate reasons; to make and enforce reasonable plant rules and regulations (provided, however, that any dispute as to the reasonableness of any such rules and regulations or any dispute involving claims of discrimination against any employee in the application of any such rules or regulations should be subject to the grievance procedure of this Agreement); to establish production standards and rates for new or changed jobs; to introduce new and improved methods, materials, equipment or facilities, are among the responsibilities vested exclusively in the Employer.

5.02 The parties recognize that any management responsibility or right not specifically and clearly limited by the terms of this Agreement cannot be the subject of the grievance or arbitration procedure under this Agreement.

5.03 The rights expressed in this Article shall not be exercised in violation of the express written provisions of this Agreement.

ARTICLE VI

Grievance Procedure

6.01 The Union shall constitute a Grievance Committee which shall be comprised of not more than four (4) persons selected by the Union who shall be employees of the Company and such Committee shall hereinafter be referred to as "the Grievance Committee". The Union shall notify the

Company in writing from time to time of the names of the persons constituting the Grievance Committee and the name of the Chairman of this Committee.

6.02 The Union may appoint employees as stewards in a ratio of one (1) to every twenty (20) employees or fraction thereof including designated stewards on the Union executive or Bargaining committees. The Union shall notify the Company in writing of names of such shop stewards.

6.03 Should differences arise between the Company and the employees as to the meaning, the interpretations or application of this Agreement, an effort shall be made to settle such differences via the grievance procedure or arbitrate immediately in the following manner:

An employee having a complaint, whether or not it is a grievance, shall first discuss the matter with his/her Supervisor. The decision to involve a Shop steward is solely at the discretion of the employee. If such complaint remains unsettled, it shall be taken up as follows:

Step One: The Shop Steward, with or without the grievor, shall meet in private and discuss the problem with the Supervisor. Prior to the meeting, the Supervisor shall provide the Steward a few minutes for familiarization with the grievor at a place designated by the Supervisor. The Union specifically agrees that the duration of this period for familiarization will be solely for that purpose and will not be abused. If said discussion does not resolve the problem within one full working day after the matter has been discussed, the Union Steward shall, within three (3) working days, present the grievance in writing to the Supervisor. The Supervisor shall answer the grievance in writing within three (3) working days after receipt of the grievance.

Step Two: Failing satisfactory settlement at Step One, a member of the Grievance Committee shall forward the written

grievance to the Human Resource Manager within (5) full working days of the decision rendered at Step One. A member of the Grievance Committee and the Steward of the department involved shall meet with the Human Resource Manager and the Supervisor involved in Step One within five (5) full working days thereafter or a mutually agreed upon time. The parties shall attempt to resolve said grievance. Failing satisfactory resolution, a written answer shall be given by the Human Resource Manager within five (5) full working days after such meeting.

Step Three: Failing satisfactory settlement at Step Two of the Grievance Procedure, the Grievance Committee with a member of the International Organization of the Union, shall be entitled to appeal such grievance within five (5) full working days of the decision rendered at Step Two to the Plant Manager or his/her designee. The Plant Manager or his/her designee and the Grievance Committee with a member of the International Organization of the Union shall meet within five (5) full working days thereafter or a mutually agreed upon time. A written decision to be rendered by the Plant Manager or his/her designee within five (5) full working days after such meeting.

Step Four: In the event that no satisfactory settlement is reached between the Plant Manager and the Grievance Committee together with the member of the National Organization of the Union, if the matter concerns the interpretation or alleged violation of this Agreement, then either party hereto shall be entitled to have the same submitted to arbitration, provided that the intention of either party to arbitrate must be given in writing to the other party within thirty (30) working days following the conclusion of the Third Step of the Grievance Procedure or the matter considered closed. Once the parties have notified the other of their intent, an arbitrator must be selected within ten (10) working days.

In a letter of agreement between the parties, they have agreed upon a list of four (4) impartial arbitrators for grievances arising

out of the Collective Agreement. When a grievance is appealed to arbitration, the first person listed shall be jointly contacted and asked if he/she can serve and if so to suggest alternative dates for a hearing. If he/she is unable to serve within thirty (30) days, the next person on the list shall be contacted and so on if he/she is unavailable within thirty (30) days. At the time the next grievance is appealed to arbitration, the procedure shall start with the next person whose name follows the arbitrator who was used in the prior case.

The arbitrator shall render his/her decision within thirty (30) days from the date of the hearing and such decision shall be final and binding upon the Company and the Union and any employee or employees affected. Any such arbitrator shall not have the power to alter, to vary or to make any new provision to this Agreement or to make a decision inconsistent with the terms of this Agreement. In no event shall any financial liability attach to the Company for any action occurring more than ten (10) days prior to the filing of the grievance when such liability is recurrent in nature and occurs on a daily basis.

The cost and expenses of any duly selected arbitrator shall be borne as to one-half thereof by the Union and as to one-half by the Company, and any other cost and expenses of or in connection with any such arbitration shall be borne by the party which incurs the same.

6.04 No grievance shall be considered or processed unless it is brought to the attention of management at Step One within ten (10) days following the occurrence of the event giving rise to the grievance.

In the event that any grievance or matter involving employees of more than one department or where there are unusual circumstances existing, the Grievance Committee may initiate any matter which requires settlement commencing with Step Two. Where the Committee determines unusual circumstances exist it will give the Company an explanation of these circumstances.

6.05 Time or pay will not be allowed for time spent by any steward or grievor in respect of the matters provided for in this Article VI, except for reasonable absences from their normal work place and with prior approval of their Supervisor. Such permission shall not be unreasonably withheld. The members of the Grievance Committee shall be paid for time lost from work at their regular rates during the elapsed time of meetings with Company representatives as provided for in this Article.

6.06 Shop stewards and Committee members who are required to attend meetings relating to any labour relations of the Company must first have permission of their immediate Supervisor. The Company agrees that such permission will not be unreasonably withheld.

6.07 Should any employee be suspended or dismissed for cause, he/she shall have recourse to the Grievance Procedure set forth in this Article VI notwithstanding that upon dismissal he/she may cease to be an employee of the Company. A grievance protesting suspension or discharge shall commence at Step Two. Said employees must submit their grievances if suspended within five (5) working days of such suspension or if dismissal within ten (10) working days following the dismissal. Any employee who receives notice of his/her suspension or discharge while on the Company premises may interview his/her steward before leaving the premises, at a location provided by the Company.

If the Board of Arbitrators finds that a suspension or discharge was not for just cause, it may order reinstatement with or without back pay or any portion thereof, consistent with this Agreement and their evaluation of the relevant facts presented to them.

6.08 Any time limits contained in this Article may be extended by written agreement of the parties.

6.09 Copies of all warnings and other disciplinary notices shall be given to the Union at the time of issue and for

all documented disciplinary action a Union Steward will be present, unless refused by employee. When such a meeting is held it shall be considered to have satisfied Step One of the Grievance Procedure. In determining disciplinary action, records of previous warnings and disciplinary notices shall not be considered after one (1) year of their issuance.

Documented discipline will be done during an employee's scheduled shift.

If discipline is issued during the employee's shift, where possible the employee will work the remainder of their shift.

ARTICLE VII

Seniority Provisions

7.01 The term "seniority" shall be defined as the employee's length of service in the bargaining unit, with the Employer at the plant herein involved in years, months and days dating from his/her last date of employment.

Employees commencing employment on the same day shall be listed in alphabetical order. Employees who commence work on Sunday night at 11:00 p.m. shall be considered to have started on Monday.

7.02 The parties recognize that job opportunity and security shall increase in proportion to length of service consistent with this Article. Seniority shall be used to determine the relative rights of employees as, and only as, expressly set forth in this Agreement.

7.03 Each new employee shall be considered as a probationary employee and shall not be subject to the seniority provisions of this agreement for the first sixty (60) days actually worked in any twelve (12) month period, after which his /her seniority shall date back to the date of hire. An overtime shift worked shall count as a day worked if the employee works at least four (4) hours of such a shift.

7.04 WORKFORCE REDUCTION

(a) In the event of a reduction of the work force in a job classification or job classification within a line assignment group, which lasts, or is known will last more than one shift, the most junior employee(s) in the affected classification or job classification within a line assignment group will be reduced. The junior employee(s) from the affected line assignment group shall be allowed to displace by seniority the most junior employee(s) in another line assignment group on their present shift, or displace by seniority the most junior employee on another shift within their line assignment group.

Where a classification has no line assignment group, the procedure described in 7.04 (a) will apply.

(b) An employee by seniority, so reduced out of his/her classification on his/her regular (present) shift, will have the right to choose to move within their classification or line assignment group to another shift, and displace by seniority the most junior employee from any group within their classification, or displace by seniority the most junior employee in another classification from any group on their present shift.

(b-1) For the purposes of the bumping procedures outlined in article 7.04 and the reduction or addition of shifts, the 7:00 a.m. – 3:00 p.m. shift and the 7:00 a.m.- 3:30 p.m. shift will be considered one in the same.

(b-2) When shifts are added, vacant positions in the affected areas will first be filled via the recall procedure. Following the placement of any employees who were recalled to the affected jobs and classifications on the newly added shift, volunteers will be solicited from the affected group, job and classifications on existing shifts to fill vacancies on the new shift. If the addition of a shift or production process results in the alteration of working hours (i.e. from 3:30p.m. - 2:00a.m. to a 3:00p.m. –11:00p.m. shift and 11:00 p.m. – 7:00 a.m. shift on a three shift operation), affected employees on

the eliminated shift(s) will be given their bumping rights in accordance with 7.04. Once the volunteer and bumping processes are complete, all remaining openings will be posted in accordance with article 7.06.

In the event that a reduction in shifts results in the re-establishment of a former shift assignment (i.e. change from a three shift operation to a two shift operation resulting in the elimination of two shifts (3:00 p.m-11:00 p.m and 11:00 p.m.-7:00 a.m.) and the re-establishment of the 3:30 – 2:00 a.m. shift) all employees retaining recall rights to the re-established shift(s) shall first be recalled in accordance with article 7.05. Following the recall of employees, the employees who volunteered to move to the added shift(s) will return to their previous shift assignment within the group, job and classification currently held, if available, by seniority. Should this position no longer be available or should the employee wish to remain on the current shift but in a different classification which isn't being downsized, the employee may exercise their bumping rights as per article 7.04 . Any vacancies created as a result of this movement will then be posted and filled via the job posting process of article 7.06.

(c) (c) Any employee, by seniority, who cannot move to another shift within their own classification, or who by seniority cannot move to another classification on their present shift, could displace by seniority the most junior employee in another classification on any shift.

As soon as possible after a lay-off has been posted, affected employees will be given notification of their optional moves. The employee will be asked to make a decision, in order of preference, within twenty-four (24) hours. An employee losing a permanent home base may take an option to displace the most junior employee on a temporary posting within his or her own class on the shift in order to stay on the shift.

Employees on a temporary transfer or temporary posting, which is directly affected by a layoff will be returned to their previous job, classification and shift held prior to the layoff. Such directly affected temporary job assignments will then be

re-posted, where necessary, once the layoff has been announced and the associated bumping complete.

The Company will repost for open competition, any temporary job assignments related to permanent home bases which are directly affected by the layoff, as well, repost any temporary positions held by individuals whose home base itself is directly affected by the layoff.

The exception of the downgrading procedure of Section 7.04 shall not be used for more than forty-eight (48) hours per calendar year or twelve (12) working hours per calendar month for each employee. The hours to be included in this calculation shall be considered lost hours, laid-off outside the plant.

(d) An employee not so placed shall be laid off.

(e) It is agreed that in the administration of this entire Section 7.04, the Company shall provide a period of assistance and familiarization not to exceed three (3) working days in duration. Such a period would render an employee qualified for a job.

(f) Excluding skilled trade classifications and individuals hired to replace senior employees electing to remain on voluntary layoff, as per 7.04(g), no students or probationary employees will be actively employed while senior employees are on lay-off pursuant to Section 7.04.

(g) An employee who refuses assignment pursuant to any subparagraph above shall be laid-off until his/her seniority provides for his/her recall to the job classification and shift from which he/she was laid-off. Such employees electing to take voluntary lay-off will hold recall rights by seniority to their current group, job, classification and shift for a period of up to 180 calendar days. Following the expiration of this time period, the employee's bumping rights shall be by seniority in accordance with article 7.04 (a), (b) and (c). Should the employee refuse the options provided to them via article 7.04

(a), (b) and (c), then their recall rights shall be by seniority to the group, job and classification which they held prior to the reduction in the workforce. Such recall rights shall be for the maximum periods set out in article 7.09 (c) and (d), based on the employee's seniority.

Prior to the end of the recall period as outlined in article 7.09 (c) and (d) the company will call the employee on voluntary layoff and advise them of their final option to displace the most junior employee in the plant with a home base. Failure to accept this final option will result in all loss of seniority and termination of employment

(h) whose normal posted position falls within the skilled trades classifications shall not displace any position which falls outside of their specific Skilled Trades classifications, unless they have the specific knowledge, skills, training and ability required for the classification, including certification. For the purposes of this agreement, skilled trades classifications shall be deemed to be Tool and Die "A", Machinist, Machine Maintenance, Automation Technician, and Electronics Technician.

The most junior employee in their skilled trades classification, if displaced, may exercise their seniority to displace the most junior employee in the group, job, classification and, if available, shift they held prior to joining the skilled trades, or if not available, the most junior employee in the plant outside of the skilled trades classifications.

(i) The Company shall give advance notice of lay-off and recall to the Union and employee where it is practical to do so in accordance with the Employment Standards Act of Ontario, 1998. The Company will provide the Union with a list of those employees laid-off and recalled. During a lay-off and recall when employees are given their options, either in person or by telephone, a Union representative will be present.

(j) Whereby application of this section, an employee who is (1) downgraded or (2) assigned to a classification in

which he/she has previously been classified or qualified, will receive the maximum rate of classification to which he/she is assigned, in no event less than mid range. Evidence to support an employee's qualifications or previous classifications shall be maintained in the employee's personnel file.

7.05 RECALL

All active employees by seniority will be returned to the same classification, job and shift they had prior to the most recent reduction in the workforce, or if available, their posted position. This recall right will be maintained for twelve (12) months.

Before recalling laid-off employees or hiring new employees, all permanent and temporary vacancies directly related to the need to recall employees to active service will be posted for all active employees. Senior employee(s) on approved leave of absence for any reason, who are expected to return to the workforce within twelve (12) months, will be considered active.

Once this procedure is completed, the laid off employees will be recalled by seniority to fill vacancies, given their option of classification and shift. Once all laid off employees have been recalled, the Company will fill any remaining openings with new hires.

7.06 JOB POSTING

(a) As soon as a permanent vacancy, temporary posting or newly created position occurs, they will be posted throughout the plant on bulletin boards provided for such purpose for a period not less than forty-eight (48) hours, listing classification, job and shift. The permanent postings will be for all employees with the exception of active employees whose home base is lay-off. Probationary employees are not eligible to apply for any postings.

Employees desiring such position shall make written application on the forms provided by the Company. In cases of multiple applications, employees must indicate their order of

preference. The Union shall receive the names of the applicants and subsequently the name of the successful applicant.

The name of the successful applicant(s) will be posted within twenty-four (24) hours of the forty-eight hour posting limit and a list of applicants will be supplied to the Union at the same time.

Temporary postings will include the time frame for temporary posted positions (if known) The successful applicant will be given the following:

- (1) An option every six months to return to their previous job, classification and shift
- (2) When the temporary position has lasted two years in duration, both parties will meet to determine if a permanent vacancy exists.
- (3) Employee(s) on temporary postings will be eligible for permanent postings at any time with the exception of employees whose home base is lay-off and employees on probationary status.
- (4) Employee(s) currently on a temporary posting will not be eligible for other temporary postings.
- (5) The successful applicant will receive the maximum rate of the job applied for immediately.

(b) The selection of Job Posting applicants will be conducted on the basis of seniority where it can be reasonably expected that the employee will be able to perform the job applied for. The applicants, by seniority will be provided with an eight (8) hour pre-orientation to the position for which they posted. The orientation must be provided as soon as possible, but no later than 48 hours following the posting of the successful candidate, as defined in article 7.06 (a). Wherever possible, the orientation will be provided by the person who normally performs the job. During this orientation, the employee will accept or rescind the posting. In cases where the job to which the employee has posted is not in operation, the orientation session will proceed, including a general review of the job, operating procedures, written instructions, safety training, etc.

If the successful candidate accepts the position, his/her job must be posted within the next 24 hour period. The successful candidate will be moved as soon **as** possible but no later than five working days following the employee's acceptance of the position. The employee's rate of pay shall be moved to the higher rate of the posted job, or be maintained at the current rate if the posted job compensates at a lower rate, where said transfer has not been completed within 5 days of the employee's acceptance.

If the employee rescinds the posting, the next most senior applicant will receive their orientation within the next 24 hours. The same process will continue until a successful candidate has been determined from the pool of remaining applicants. If a successful applicant cannot be found, article 7.06 (d) will apply.

(c) The successful candidate will be given twenty (20) working days training period on the new job, unless it is mutually agreed that more training time is required. Any employee who has been previously qualified in the classification to which they posted, will receive the top pay rate for that classification. In the event that they have not been qualified in that classification, the employee will receive no less than mid-range for that classification.

(d) If there are no applicants for the permanent posting, then the Company will fill the permanent job by placing senior employees whose home base is lay-off to the position, and further, from new hires, once all employees have been assigned a home base. If multiple positions occur (more than one posting at a time) the senior employee with no home base will be given the first preference.

(e) Senior employees that may be absent from work while on approved leave of absence, illness or Workers' Safety and Insurance, must be regarded as applicants for permanent job postings if they have completed a request to be considered and have filed it with the Human Resources department, who will provide a copy to the Union. Such

employees shall waive their right to an orientation if they are the successful candidate for the permanent position. The senior employee must be considered to be the successful candidate if they are scheduled to return within twelve (12) months of the start of the new job. The successful candidate may not post for any temporary or permanent posting for a period of 120 days, commencing the date on which they return to active duty.

(f) Any employee who applied for a permanent job posting and is successful, may not post for any temporary or permanent posting for a period of 120 days.

(g) If the Company requires full and immediate qualification for any posted skilled trade job or intends to provide a training period, it shall so indicate on the posting and first consideration for training will be given to current employees.

(h) In the event of a temporary posting or permanent posting on any assembly line, the employees on the affected line, may if they have more seniority than the successful candidate, choose to move to the opening. The successful candidate for the posting will then fill the remaining opening.

This move would take place at the time the successful candidate has accepted the temporary posting or permanent posting.

The language in 7.06(h) is applicable for line position preference only.

7.07 AUTOMATION, TECHNOLOGICAL CHANGE

In the event of installation of new mechanical, electronic, automated equipment or any other changes that will effect the methods of production or job status of any employee(s) in the Bargaining Unit, the Company will;

(a) give as a minimum where possible, six (6) months advance notice before the change is implemented, meet the Union negotiating committee and provide the

committee with data regarding the proposed date of installation, number and classification of employees likely to be affected by it. If the parties agree, then the Company and the Union will meet with the affected employees to inform them of pending changes to their status. If the parties agree that the changes are significant enough to warrant doing so, the job(s) will be posted. In the event that the parties cannot agree, then Article 17.01 (c) will apply. There will be ongoing meetings, as required, but in no event more than 30 days apart, at which the Union committee will be able to give their input to this change.

(b) place affected employees in other jobs or classifications in accordance with the seniority provision of this agreement. Where training is to be provided on any job impacted by changes as described above, the Company agrees to provide the training opportunity first to the senior employee(s) affected. These employees, including employees in skilled trades classifications will receive training in the plant as well as other appropriate facilities, such as Community college or trade schools, on Company time. The employee will suffer no loss of regular wages while attending such training facilities outside the workplace. Senior employees that opt out of the job and not take the training, 7.04 will apply and all recall rights will be null and void.

The Company will make the necessary training available for any skilled trade employee(s) to become qualified in the skills and techniques required because of technological change. Wherever possible and practical training for skilled trades will be conducted on site during regular working hours.

7.08 JOB ASSIGNMENTS

At the commencement of each shift, employees will report to their established home base. These home bases will remain in effect until such time that an employee re-posts for a new position or their seniority does not allow them to remain due to lay off or recall.

In the event that the number of employee(s) required within the line assignment group or classification is reduced during the shift, the most junior employee in the line assignment group or classification will be reduced.

7.09 TERMINATION OF SENIORITY

Seniority and the employment relationship shall be automatically terminated when an employee:

(a) is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement;

(b) is terminated upon the permanent shutdown of the Employer's facilities or any portion thereof, provided that Section 7.04 procedures are followed;

(c) with less than five (5) years seniority is continuously laid off for a period of eighteen (18) months;

(d) with five (5) years seniority or more is laid off and is on continuous layoff for a period in excess of sixty (60) months;

(e) voluntarily quits, which shall be deemed to include:

(1) A failure to notify the Company of his/her intent to return to work after a layoff from the plant, within five (5) working days, after notification by telephone or receipt of registered mail at his/her last address appearing on the Employer's records. After notifying the Company of his/her intent to return to work, if the employee does not then report on the agreed upon date, their employment shall be terminated.

(2) An absence and failure to notify the Employer as soon as possible, but in any event no later than three (3) working days after the absence occurs and once each week thereafter (the latter requirement is waived where the employee has obtained a medical leave of absence for a fixed period of time), but must

contact the Plant Nurse after each doctor's appointment to update their possible return to work. The Company will accept doctor's statements as your personal contact with the Company.

(3) An overstay of a leave of absence which has not been approved, in advance, by the Company. Approval for such overstays shall not be unreasonably withheld.

Employees shall automatically lose seniority upon their retirement.

7.10 TEMPORARY TRANSFERS

The Employer shall have the right to make a temporary transfer when an employee who normally performs the job is absent from work for up to a thirty day duration. Voluntary requests for temporary transfers made by employees who hold a permanent home base and are not currently on a temporary posting will be honored in line with seniority to fill temporary transfers during this period. These requests will be honored as soon as possible but not later than the following shift. If no one volunteers the most junior person with no work in their home base would be transferred, either at the commencement of /or during the shift. The Company will notify the Union in writing of all temporary transfers which are expected to last or does last more than five (5) working days.

When an employee is temporarily transferred during a week-day, the temporary transferred employee will be given the same opportunity for overtime as the employee they are replacing, unless the replaced employee returns to work before the end of the shift.

Employees who are off work on a leave of absence for less than 30 calendar days will be able to work their weekend overtime if they request this opportunity by contacting the Company by noon of Wednesday of the same week. The

exception will be, if the employee is in receipt of either Weekly Indemnity, LTD, or Bereavement payments before and after the weekend, they will not be eligible for their weekend opportunities.

If the employee does not notify the Company of their availability by noon Wednesday, the weekend overtime opportunity will be offered to the employee who has been temporarily transferred for five (5) consecutive days on the day shift or four (4) consecutive afternoons on the afternoon shift prior to the overtime opportunity.

A statutory holiday will be considered a day transferred for these opportunities.

Employees who are off work on a leave of absence (other than medical leaves, pregnancy or parental leaves 8.06, or leaves covered under 8.02) for more than 30 calendar days will be eligible, within their qualifications, to work weekend overtime outside of their classification if they either sign a posted overtime list or contact the Production Manager or Human Resources Manager by noon of Wednesday of the same week.

Overtime that is available because someone is off work and the job is temporarily posted, the successful applicant will be given the same opportunity for overtime as the employee they are replacing.

Temporary transfer requests to jobs that require excessive training will be limited to employees who are familiar with the job. If training is to be provided, the senior employees request for temporary transfer will be honoured immediately and they will receive the training.

There will be no temporary transfers from one shift to another, unless mutually agreed to, by the Company and the Union and the employee.

When a temporary transfer is expected to last more than thirty (30) days, the job will be posted as a temporary posting and filled by the successful applicant as per Article 7.06 (b). A

subsequent opening created by this posting will be filled in the above manner until exhausted.

Upon the termination of the temporary assignment, the employee will return to their previous job, shift and classification.

7.11 The Employer will post and provide the Union with a departmental and plant-wide seniority list every three (3) months. A list of all bargaining unit employees and their addresses and phone numbers (with employee's permission) will be furnished to the Union every six (6) months.

7.12 Employees within the bargaining unit who are promoted to a non-bargaining unit position with the Employer may be transferred back into the bargaining unit within thirty (30) days of such promotion. The Employee, upon their return to the bargaining unit, shall be credited with all seniority accumulated prior to the promotion. Employees not returning to the bargaining unit within thirty (30) days will lose all bargaining unit seniority. When such transfers occur, the employee shall displace the most junior employee in the plant, with the exception of skilled trades.

7.13 The position of Union President, or in the case of an amalgamated local the Unit Chairperson, for the Dana Canada Corp., Cambridge facility, will be maintained as a full time position. The employee holding the position will maintain his/her current rate of pay when he/she assumed the position of President, unless the President posts to another permanent position during his/her term then they will assume the rate of pay applicable to their new posted position.

The position vacated by the Union President when he/she assumed the position of President shall be posted as a Temporary posting for the duration of the President's term or, if the President posts to a new permanent position during their term, the original temporary posted position will be reposted as a permanent position and the President's new position will be posted as a Temporary posting.

The Company will pay the President for Union business involving the administration of our Collective Agreement, conducted on or off Company premises. When leaving Company premises notification will be given to the Human Resources Department.

When the Union President is expected to be absent from the plant for three (3) days or longer the Union may have, upon request, a paid replacement for the position beginning day one of the Presidents' absence. The President's overtime opportunity shall be within the position of President.

7.14 During a layoff, the Union President, Vice-President, Financial Secretary, Chief Steward shall be retained within their own classification. Where no work is available in their classification they will be retained on active employment, provided they are capable of performing some available job.

In addition, if a layoff should occur during the period of negotiations (from the first day of official talks until ratification of a new collective agreement), the union negotiating committee and union stewards will also be retained within their classification. Where no work is available in their classification they will be retained on active employment, provided they are capable of performing some available job.

ARTICLE VIII

Leave of Absence

8.01 Employees with seniority upon application setting forth good cause may be granted written leave of absence without pay, for a period not to exceed six (6) months. The Supervisor will provide the employee with a written response ASAP, but in any event not later than two (2) weeks prior to the start of the requested leave. Leaves of absence will not be unreasonably withheld under this Section. The Union will be notified of all leaves granted under this Section.

8.02 A leave of absence will not be granted to enable any employees to accept employment elsewhere, except that no more than two employees will be granted a leave of absence to work for the Union for a period of up to two (2) years, and there shall be no loss of seniority during the two (2) year period.

8.03 A leave of absence will be granted upon written application to Human Resources, for properly designated Union representatives to attend Union conventions, conferences or similar functions including union business, provided, however, that no more than four (4) employees are off for such purposes at any one time, and such leave will not exceed two (2) consecutive weeks. Such requests will be in writing and where possible submitted at least two (2) weeks in advance. The exception for the number of employees off for Union business will be approved leaves for Steward and executive meetings and/or extenuating circumstances. Positions made available through these approved leaves will be filled by temporary transfers. The Company is not obligated to fill these positions with overtime.

8.04 BEREAVEMENT

(a) In the event of a death by an employee's spouse or children, mother or father, an employee shall be entitled to take five (5) consecutive working days off with pay during this period of bereavement.

(b) In the event of a death of an employee's brother, sister, mother-in-law, father-in-law, grandparents, spouses grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, shall be entitled to take three (3) consecutive working days off with pay during this period of bereavement.

(c) In the event that a death should occur during the observance of a statutory holiday(s) or during an employees vacation period, then the holiday or vacation period shall be

extended by the length of the bereavement leave.

(d) It is understood and agreed that common-law, same-sex and step relationships are included in the above, provided that they have cohabited for a period of one (1) year and the required form has been registered with the Human Resource Department for one (1) year, or that the employee can provide satisfactory proof to the Human Resource Department to verify one year of co-habitation. These rules will also apply to new hires.

It is the responsibility of the employee to register with the Human Resources Department.

8.05 JURY DUTY

When an employee is required to be absent from work during regularly scheduled hours for service on a jury, or is subpoenaed as a witness, he/she shall receive the difference between that which he/she received as remuneration for said service and that which he/she would have received from the Company on a straight time basis if he/she had not been serving. To be eligible to receive such pay, the employee will be required to submit personal proof of service and the amount received from the Court for such service.

8.06 Leaves of absence shall be granted in case of pregnancy and at the time specified by employee's doctor. It is to be noted that leaves prior to the birth are covered under the benefit language.

Pregnancy leaves will be up to seventeen (17) weeks after the birth. Parental leaves will be up to thirty-five (35) weeks and can be taken by either parent.

8.07 An employee working for remuneration or in attendance at school while on leave of Absence, Weekly Indemnity or Workers Safety and Insurance Board benefits shall notify the Company of their intentions to take on additional work or undertake a course of study prior to doing so. The employment or education program must be within the employee's

restrictions, must not prolong an absence or hinder the employee's return to work at the earliest possible opportunity, including the availability of modified duties. Failure to notify the Company of attendance at school or working for remuneration as set out above could lead to disciplinary action, up to and including dismissal.

The employee is required to supply satisfactory medical evidence when requested by the Company. The initial medical information will be at the employee's expense. Any future follow up medical information as requested will be at the Company's expense.

8.08 An employee absent in excess of three (3) working days is required to provide a satisfactory explanation to the Human Resources Department or the Medical Department, and when requested, satisfactory evidence to justify the absence.

ARTICLE IX Safety and Health

9.01 The parties agree to maintain the highest standards with respect to health and safety concerns in order to prevent occupational illness and injury within the workplace. In this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further the health and safety needs of the workplace and its workforce.

The mandate of the Committee shall be to jointly review: workplace accidents, their causes and recommendations to prevent their reoccurrence; workplace and employee monitoring; inspecting; investigating; reviewing and improving health and safety conditions and practices; any other matters deemed appropriate by the members of the Committee. The Company shall take minutes of all meetings, and jointly approved copies shall be provided to both the Company and

the Union within five (5) working days. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

The Co-chairs of the Committee shall meet at least five (5) days prior to each scheduled meeting in order to discuss and to develop an agenda for, the matters to be dealt with at the meeting of the Committee. Any matter relating to health and safety may be included on the agenda. The agenda shall also include any unresolved matters carried over from previous meetings and inspections. Nothing herein shall prevent the raising of matters of immediate concern, which may not have been placed on the agenda.

The Joint Health and Safety Committee shall post the names and the work locations of the Committee members. The names shall be posted in a conspicuous place of places where they are most likely to come to the attention of the workforce.

The Company is willing at all times to receive and consider all constructive complaints, suggestions or recommendations with reference to matters affecting safety and health. The Company shall acknowledge in writing within five (5) working days, the proposed corrective action plan to such constructive complaints, suggestions or recommendations, when placed in writing. The Company will give prompt and serious consideration to such constructive complaints, suggestions or recommendations with the aim of eliminating unsafe working conditions, unsafe working practices, and other hazards to the safety and health of employees. The written response shall contain a timetable for implementation of any changes to be made, and the reasons for disagreement if any.

In order to assist the employees in their understanding of their rights and obligations under the Act, the Joint Health & Safety Committee shall post a copy of the Occupational Health and Safety Act in work areas throughout the plant and the appropriate accompanying regulations.

Employees shall have the right to refuse unsafe work, under the conditions and using the procedures set out in the Occupational Health & Safety Act in effect as of the date of ratification of this contract, and to remain in effect for the duration of this contract. If the Company has no alternative work for employees affected by a work refusal, and the affected employees are sent home, then the affected employees will be paid for the balance of their shift. If alternative work is provided and the employee/employees decline this opportunity and voluntarily go home, they will not be paid for the balance of their shift.

We agree jointly to develop a Health and Safety orientation-training program.

Joint Health & Safety Committee members will;

1. receive full compensation for all committee work including inspections, research of data, consultation with experts, discussions with workers to get their feedback and meeting preparation. Time spent on such activities should be considered as time worked for all purposes;
2. when a concern is brought to their attention, have the right to conduct an inspection of the particular area of concern;
3. have access to available information concerning health and safety within the plant
4. be permitted to be present during the investigation by a supervisor or Company safety representative of a serious accident;
5. be provided with safety locks with which to lock unsafe machinery.

9.02 The Company will provide personal protective equipment where necessary in accordance with the Occupational Health and Safety Act of 1998 and with

recommendation from the Joint Health and Safety Committee. This personal protective equipment will be replaced when it is worn out as a result of normal wear and tear and returned to the Company by the employee. The Union will assist the Management in carrying out any reasonable accident prevention program.

9.03 The Company and Union shall each appoint two (2) members to a Joint Health and Safety Committee. The Committee's function will be to promote safety and industrial hygiene in the plant. The Committee shall meet monthly, at mutually agreeable times, to inspect all plants and departments and to discuss safety issues. Three hours will be provided to conduct the monthly inspection tours. Three hours will also be provided for the monthly JHSC meetings. An additional 30 minutes will be provided to each of the two worker representatives prior to each of the tour and meeting for the purpose of administrative duties and preparation work associated with their health and safety duties.

9.04 When an employee's job requires the wearing of safety glasses the Company will provide prescription safety glasses to said employee at no cost. The employee will be required to provide the prescription at their expense. Any deviation from standard safety frames or lenses will be at the employee's own expense.

Safety Shoes: to be increased to \$100.00 once per year from November 7, 2003 to November 6, 2004. To be increased to \$105.00 once per year from November 7, 2004 to November 6, 2005. To be increased to \$110.00 once per year from November 7, 2005 to November 6, 2006

9.05 HEAT STRESS

The parties have attempted to find a mutually satisfactory resolution to problems concerning high temperatures and humidity. To this end the parties agree that the Joint Health and Safety Committee, using the guidelines outlined by the Ministry of Labour and the advice of outside professionals have

developed a plan to include education and training for all employees in heat stress issues.

Use of the Wet Bulb Globe Test is part of the program.

The entire plan is documented under the heading Heat Stress, OP-7-0183 and is maintained in the QSI system.

The plan is automatically sent for review annually. The Joint Health and Safety Committee will review the plan and sign hard copies to be maintained in the Union Office, the Human Resource Office, and on the HS &E bulletin board.

9.06 Where an employee's job requires the operation of lift trucks (i.e. material handler, jigger operator, labourer/janitor and shipper/receiver), and specialized training consistent with external legislation and current government enforcement is required, the parties agree that such individuals must have successfully completed all training in compliance with these regulations to be deemed competent and qualified to perform the work in that classification and job.

ARTICLE X

Bulletin Boards

10.01 The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. Such notices will be posted by officers of the Union and will be non-controversial in nature, and approved in writing by the Company. Approval will not be unreasonably withheld.

ARTICLE XI

Copies of Agreement

11.01 The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Company will print the Agreement and the Management will

give a copy to each employee within three (3) months of ratification. The Union will receive forty (40) additional copies of the Collective Agreement at the time of printing. During the orientation of new employees, a union representative will be present for introduction purposes. Each new employee will be given a copy of the Collective Agreement at that time.

ARTICLE XII Union Representatives

12.01 If an authorized Union representative who is not employed by the Company wants to speak to members of the Grievance Committee essential to the dispute in question or about a grievance or other official Union business, he/she shall advise the Personnel office which shall then call the local Union representative to the office where they may confer privately. These talks will be arranged so that they will not interfere with production and will be held only when absolutely necessary.

ARTICLE XIII Employees with Disabilities or Restrictions

13.01 In the event of employees sustaining injuries or becoming affected by diseases and becoming physically disabled as a result thereof, every effort will be made by the Company to give the disabled employee suitable employment.

It is the Company's intent to work with injured people whom have been off work for an extended period in an effort to allow them to be able to return to the workforce as soon as is reasonably possible.

When these situations occur the Company will inform and discuss, in advance, with the Designated Union Representative, the terms and efforts of these rehabilitation plans. The Workers Safety and Insurance Board, along with either the persons and/or Company physicians may also be involved.

Discussion of this nature could include physical limitation, time period, job availability, and effect on other employees, rates of pay and seniority issues.

ARTICLE IXV Hours of Work

14.01 In order to maintain an ongoing working relationship between the Parties, the Company and the Union agree to meet whenever mutually agreed upon for the purpose of communications meetings, but not less than once per month.

14.02 The normal work day will consist of eight (8) consecutive hours, exclusive of a lunch period (except for a three (3) shift operation - refer to clause 14.04), in any twenty-four hour period. It is the intent of the Company to commence its first production shift at 7:00 a.m. for each one (1), two (2), three (3) shift operations with the hours for a three (3) shift operation, 7:00 - 3:00, 3:00 - 11:00, 11:00 - 7:00 and on a two (2) shift operation, it will be 7:00 - 3:30 and 3:30 - 2:00, with one-half (1/2) hours lunch periods. The second shift will operate Monday to Thursday inclusive. Hours may be adjusted by mutual agreement of the parties.

When shift times are changed, the Company and the Union Committee will meet to mutually agree on change. As much notice as possible will be given to the affected employees of shift time change, but not less than forty-eight (48) hours notice.

(1) Overtime - For those employees working 10 hours shifts, work performed in excess of 10 hours per day will be paid at 1 1/2 times base rate. Work performed on Friday will be paid at 1 1/2 times base rate. Work performed on Saturday or Sunday or designated holidays will be paid at 2 times base rate for the aforementioned employees.

(2) Holidays- Employees working the 10 hour shifts will be paid 10 hours pay for holidays that fall on their regular work days. Where a holiday falls on a Friday, employees working the 10

hour shifts will take the prior Thursday as the holiday. Employees must also meet the necessary qualifications as outlined in the contract.

(3) No Swing Shifts- All employees will be assigned permanent shifts based upon their preference and seniority.

(4) Credits for Probation and Holidays- Where an employee works a full scheduled work week (Monday-Thursday) he/she will be credited with 5 work days toward the probationary period and holiday qualifications. Employees working less than 4-10 hour shifts (Monday-Thursday) will receive credit for days actually worked.

Break times will be:

First Shift	First Break	Second Break	Lu Tim
n-3:0	9:30a	1:50pm-2:00 *	12:00pm-12:30pm
7:00am-3:00pm	9:40am-9:50 am*	2:00 pm-2:10pm*	12:00pm-12:30pm
7:00am-3:30pm	9:30am-9:40am*	1:50pm-2:00pm*	12:00pm-12:30pm
7:00am-3:30pm	9:40am-9:50am*	2:00pm-2:10pm*	12:00pm-12:30pm
Second Shift	First Break	Second Break	Lunch Time
3:30pm-2:00am	5:30pm-5:40pm*	11:10pm-11:20pm*	8:30pm-9:00pm
3:30pm-2:00am	5:40pm-5:50pm*	11:20pm-11:30pm*	8:30pm-9:00pm
3:00pm-11:00pm	5:30pm-5:40-pm*	10:00-pm-10:10pm	8:00pm-8:30pm
3:00pm-11:00pm	5:40 pm-5:50 pm	10:00 pm-10:10pm	8:00 pm-8:30 pm
Third Shift	First Break	Second Break	Lunch Time
11:00pm-7:00am	1:30am-1:40 am	6:00am-6:10am	4:00am-4:30 am

Depending on line assignment, employees may either be on first break or second break on each of the first and second break periods.

If an employee is scheduled to work more than two (2) consecutive overtime hours per day during the week, an additional ten (10) minute paid break will be recognized by the Company.

14.03 Break time and Wash-up Period- The current practice of providing employees a ten (10) minute break during the first half of their work shift and a five (5) minute wash-up period immediately prior to the employee's lunch period shall be continued. One (1) additional paid break will be scheduled by the Company following the lunch period and a five (5) minute wash-up period immediately prior to the end of the employees shift.

14.04 Lunch Periods- Employees assigned to an operation that runs on a scheduled three shift operation shall normally be scheduled to work seven and one-half hour shifts with a paid additional 1/2 hour lunch period during said shift. Any lunch period will be paid at day rate.

14.05 The Company shall pay an employee one and one-half times his/her regular straighttime hourly rate for (1) all hours worked in excess of eight in any 24 hour period or (2) for those hours that the employee is required to work outside his/her regularly scheduled shift hours for the first 16 hours of overtime worked in the work week. Overtime hours worked in excess of 16 hours shall be compensated at a rate of double time.

The Company shall pay one and one-half (1 1/2) times the regular straight time hourly rate for all work performed on Saturday and two (2) times the regular straight time hourly rate for all work performed on Sunday and Holidays. Saturday, Sunday and Holiday work for purposes of this Section, is work performed on a shift which commenced on the respective Saturday, Sunday or Holiday.

Said payments are in lieu of Saturday and Sunday premium pay and are designed to accommodate the hours assigned to said groups.

Employees on the third shift regularly scheduled to commence work on Sunday night will have that shift designated as Monday and work beginning on Friday night will be designated as Saturday work.

14.06 OVERTIME ASSIGNMENT

The Company will rotate weekend overtime shifts on an equalized basis.

(i.e. days the first week, afternoons the second week, and nights the third week.) When more than one shift per weekend is running, the rotation shall be deemed to be completed during the period that the extra shifts ran (i.e. days and afternoons ran one weekend, then the next weekend would be nights and days, etc.) Sunday opportunities will be distributed the same as Saturday overtime opportunities.

An employee within a group who normally performs a job will be given the first opportunity to work overtime on said job, classification and shift. These time and a half opportunities will be offered in order of seniority on a rotation basis.

- Sign-up sheets for weekend overtime opportunities will be posted once the individuals who normally perform the job from either shift are canvassed.
- Sign-up sheets will remain posted for the duration of the day and afternoon shifts and be removed by the Manufacturing Manager first thing in the morning, the next day, for processing
- Should the positions not be filled, sign-up sheets will then be posted for the balance of the day and afternoon shift and be removed by the Manufacturing Manager first thing in the morning, the next day, for processing
- This iterative process will continue until the positions are filled
- It remains the individual's responsibility to contact their supervisor or the Manufacturing Manager by 12:00 noon on Wednesday if they wish to be considered for any overtime opportunities
- If the person making contact by 12:00 noon is the person who normally performs the job, which was canvassed for O/T, then the Manufacturing Manager will add this person to the weekend overtime roster and remove another individual's name.

- If the person making contact by 12:00 noon is not the person who normally performs the job, they will be considered to have signed-up only for the overtime opportunities currently posted and available for sign-up at that time.

If an employee declines overtime on their designated shift and classification, they will be deemed to have forfeited all week-end double time opportunities for that period. Exceptions will be made in compliance with the Human Rights Code.

If the overtime opportunity is not filled by the employees on a shift who normally perform said job and classification, the opportunity will then be given to other employees within the group from other shifts, on the basis of seniority within said job and classification, who have signed the posted overtime sheet.

If the overtime opportunity is not filled by the employees within the group who normally perform said job within a classification from all shifts, the overtime opportunity will be assigned by seniority within the classification, from employees of another group from all shifts who have signed an overtime sheet for all available opportunities.

Once a classification has been exhausted, opportunities will be available to the senior employees who have been previously qualified, who have signed the sheet for additional opportunities.

Weekday overtime opportunities will be administered the same as weekend opportunities with the exception of temporary transferred employees. For overtime opportunities for temporary transferred employees refer to Article (7.10).

Once a probationary employee has demonstrated their ability to perform the job on their own they will be eligible for overtime opportunities.

When the successful applicant has been determined for a job

posting, the candidate will be moved as soon as possible as referred to in Article 7.06(b). Where training is required to go beyond 5 working days, overtime opportunities will be given to both the trainer and the trainee should such overtime opportunities be available.

Employees absent from work during the solicitation process must call or notify their supervisor to advise them of their availability for overtime opportunities not later than Wednesday noon, in order to be considered. Failure to notify by Wednesday noon will result in a lost opportunity.

All employees who have either agreed or declined an overtime opportunity will initial a sign up sheet, either yes or no. These sign up sheets will be provided to the Union and the Human Resources department on the Thursday by 9:30 a.m. before the overtime is to be worked.

Any person, who does not wish to be considered for any overtime opportunities, shall sign a status notice advising the Union, Human Resources and their Supervisor. This status can be changed by employee request.

For the purposes of overtime distribution, groups will be designated as:

- | | | |
|----|----------------------|-----------|
| 1. | Spin on Lines 1- 2 | One Group |
| 2. | Element Lines 1- 2-3 | One Group |
| 3. | Welder A's | One Group |
| 4. | Radial Line | One Group |

Hours to be considered time and one half Saturday work will be:

- 1 11:00 p.m. to 7:00 a.m. Shift; Friday 11:00 p.m. to 4:00 a.m. Saturday work
2. 7:00 a.m. to 3:00 p.m. Shift; Saturday 6:00 am. To 11:00 a.m. Saturday work
7:00 a.m. to 3:30 p.m. Shift; Saturday 6:00 a.m. to 11:00 a.m. Saturday work

3. 3:00 p.m. to 11:00 p.m. Shift; Saturday 11:00 a.m. to 4:00p.m. Saturday work
4. 3:30 p.m. to 2:00 a.m. Shift; Friday 3:30 p.m. to 8:30 p.m. Saturday work

Employees who decline their opportunity for Saturday work will be excused from Sunday overtime opportunities.

Sunday overtime shifts will be rotated the same as Saturday overtime opportunities.

Hours to be considered double time Sunday work will be:

1. 7:00 a.m. to 3:00 p.m. Shift; Sunday 6:00 a.m. to 11:00 a.m. Sunday work
2. 7:00a.m. to 3:30 p.m. Shift; Sunday 6:00 a.m. to 11:00 a.m. Sunday work
3. 3:00 p.m. to 11:00 p.m. Shift; Sunday 11:00 a.m. to 4:00 p.m. Sunday work
4. 3:30 p.m. to 2:00 a.m. Shift; Saturday 11:00 a.m. to 4:00 p.m. Sunday work.
5. 11:00 p.m. to 7:00 a.m. Shift; Sunday 6:00 a.m. to 11:00 a.m. Sunday work
6. or 11:00 a.m. to 4:00 p.m. depending on the rotation schedule

ARTICLE XV Plant Holidays

15.01 The following days will be observed as plant holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Day Before Christmas
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	Day Before New Year's Day

These holidays shall be observed on the following dates:

YEAR 1

1. Remembrance Day	Tuesday	Nov. 11, 2003
2. Day Before Christmas	Wednesday	Dec. 24, 2003
3. Christmas	Thursday	Dec. 25, 2003
4. Boxing Day (Day Shift)	Friday	Dec. 26, 2003
(Afternoon Shift)	Monday	Dec. 29, 2003
5. Day before New Year	Wednesday	Dec. 31, 2003
6. New Year's Day	Thursday	Jan. 1, 2004
7. Floater (Day Shift)	Friday	Jan. 2, 2004
(Afternoon Shift)	Tuesday	Dec. 30, 2003
8. Good Friday	Friday	Apr. 9, 2004
9. Victoria Day	Monday	May 24, 2004
10. Canada Day	Friday	July 2, 2004
11. Civic Holiday	Monday	Aug. 2, 2004
12. Labour Day	Monday	Sept. 6, 2004
13. Thanksgiving Day	Monday	Oct. 11, 2004

YEAR 2

1. Remembrance Day	Thursday	Nov. 11, 2004
2. Day Before Christmas (Days)	Friday	Dec. 24, 2004
(Afternoon Shift)	Thursday	Dec. 23, 2004
3. Christmas	Monday	Dec. 27, 2004
4. Boxing Day	Tuesday	Dec. 28, 2004
5. Floater	Wednesday	Dec. 29, 2004
6. Day before New Year	Thursday	Dec. 30, 2004
7. New Year's Day (Day Shift)	Friday	Dec. 31, 2004
(Afternoon Shift)	Wednesday	Dec. 22, 2004
8. Good Friday	Friday	Mar. 25, 2005
9. Victoria Day ,	Monday	May 23, 2005
10. Canada Day	Friday	July 1, 2005
11. Civic Holiday	Monday	Aug. 1, 2005
12. Labour Day	Monday	Sept. 5, 2005
13. Thanksgiving Day	Monday	Oct. 10, 2005

YEAR 3

1. Remembrance Day Friday		Nov. 11, 2005
2. Floater (Day Shift)	Friday	Dec. 23, 2005
(Afternoon Shift)	Thursday	Dec. 22, 2005
3. Day Before Christmas	Monday	Dec. 26, 2005

4. Christmas	Tuesday	Dec. 27, 2005
5. Boxing Day	Wednesday	Dec. 28, 2005
6. Day before New Year	Thursday	Dec. 29, 2005
7. New Year's Day (Day Shift)	Friday	Dec. 30, 2005
(Afternoon Shift)	Wednesday	Dec. 21, 2005
8. Good Friday	Friday	Apr. 14, 2006
9. Victoria Day	Monday	May 22, 2006
10. Canada Day	Friday	June 30, 2006
11. Civic Holiday	Monday	Aug. 7, 2006
12. Labor Day	Monday	Sept. 4, 2006
13. Thanksgiving Day	Monday	Oct. 9, 2006

15.02 Where any of the above named paid holidays falls on what would otherwise be a regular working day, or where any of the said paid holidays falls on a Saturday or Sunday (the day celebrated as a paid holiday in lieu thereof shall be either the Friday before or the Monday after), all eligible employees shall receive payments for such holidays based on their regular straight time hourly rates multiplied by the number of hours on the shift the employee would have normally worked that day excluding overtime and shift premium subject to the following conditions:

(a) The employee has been employed twenty (20) working days prior to the holiday. Employees who have completed less than 20 working days prior to the holiday will receive the statutory holiday pay owed in accordance with the Employment Standards Act.

(b) The employee must work the day immediately preceding and the day immediately following unless qualified by any of these specific exceptions:

(1) Employees on approved leave of absence shall receive holiday pay if the approved leave does not exceed two (2) weeks in duration, for all reasons except where an employee is on leave to attend a Union convention. An employee who is absent due to injury or illness and presents their case to the Human Resources

Coordinator or Human Resources Manager and/or presents satisfactory medical evidence of his/her disability, immediately following the absence will be eligible to receive holiday pay for an absence.

(2) An employee laid off within twenty (20) working days prior to the holiday shall be eligible for holiday pay.

(3) An employee who has the prior approval of his /her Supervisor for his /her request for vacation or leave of absence for the day before or after the holiday.

(4) An employee who, on the day before a holiday must leave early, or on the day before or after a holiday calls in to present extenuating circumstances which are caused by a valid and acceptable reason determined by either the Human Resources Coordinator or Human Resources Manager.

(c) If an employee works on one of the above named paid holidays, he/she will receive payment at two (2) times his/her regular straight time hourly rate for the time actually worked by him/her, in addition to receiving his/her holiday pay.

(d) The Parties agree that the Company will pay only the amount required to reach 100% of the employee's holiday pay for any holiday in which the employee is in receipt of Weekly Indemnity or W.S.I.B. for a maximum period of sixty (60) months.

(e) The Parties agree that in the case where multiple holidays run in succession, if an employee misses either of/or both qualifying days and does not qualify under 15.02 (b) of this article, the employee will lose payment for one (1) of the statutory holidays.

ARTICLE XVI

Vacations

16.01 Each employee shall be entitled to an annual vaca-

tion with pay in accordance with the employee's length of service as provided in this Collective Agreement.

16.02 An employee who on June 30th has less than one (1) year of service shall be entitled to one (1) week of vacation with pay. Vacation pay shall be four percent (4%) of the employee's gross earnings for the previous year ending June 30th in accordance with Provincial Legislation.

16.03 An employee who on June 30th has completed one (1) year of service, but less than five (5) years, shall be entitled to two (2) weeks of vacation with pay. Vacation pay shall be four percent (4%) of the employee's gross earning for the previous year ending June 30th.

16.04 An employee who on June 30th has completed five (5) years of service but less than twelve (12) years, shall be entitled to three (3) weeks of vacation with pay. Vacation pay shall be six percent (6%) of the employee's gross earning for the previous year ending June 30th.

16.05 An employee who on June 30th has completed twelve (12) years of service shall be entitled to four (4) weeks of vacation with pay. Vacation pay shall be eight percent (8%) of the employee's gross earnings for the previous year ending June 30th.

16.06 An employee who on June 30th has completed twenty (20) years of service shall be entitled to five (5) weeks of vacation with pay. Vacation pay shall be ten percent (10%) of the employee's gross earning for the previous year ending June 30th.

16.07 An employee who has completed thirty (30) years of service shall be entitled to six (6) weeks of vacation with pay. Vacation pay shall be twelve percent (12%) of the employee's gross earnings for the previous year ending June 30th.

16.08 In the calculation of vacation pay, previous years' vacation will be included in the employee's gross earnings for the purpose of the percentage (%) calculation in this Article. This will be applicable for employees who were active in the current vacation period only. An employee who leaves the employ of the Company shall receive vacation pay equal to two percent (**2%**) of his/her earnings for the applicable vacation period for each week of vacation entitlement.

16.09 The Company's two week vacation shutdown for all active employees will coincide with the period immediately preceding the August civic holiday. Employees who require extra vacation before and/or after the shut down must put their request in by May 1st. Employees will be notified of their vacation confirmation, as soon as possible following the request, but not later than June 1st. If Customer demand requires employees to work during the shut down period the Company will notify the Union of the requirements and meet for discussion. Employees who volunteer to work during the plant shut-down, or have additional vacation time due them, will be allowed their vacation at some other time during the period from July 1st of the present calendar year and June 30th of the following calendar year. Such vacation time will, as far as possible, be granted for the period preferred by the employee in accordance with his/her seniority and the ability of the Company to meet Customer demand.

The Company and the Union agree that for the period commencing with the week when May 1 occurs through the last shift prior to the Labour Day Holiday, the Company may retain students as employees. A notice will be posted throughout the facilities of the Company's intention to hire students so that current employees may advise their children to apply. Students are defined as "full time" students enrolled in either University or Community College or High school. The Union will be given a copy of student hiring criteria and the number of students required.

The Company and the Union agree that for the period commencing with the week when May 1 occurs, the Company will temporarily post for assemblers, for senior employees on afternoon shift who may wish to transfer to dayshift during the period from May 1 through the last shift prior to the Labour Day Holiday.

These transfers would take place as students are hired and complete their training period.

Such employees would be used as a floating assembler filling in for vacationing employees, as would students.

The number of students hired will be equal to the number of people on vacation. Students will be limited to performing work within the assembly classification, except for beautification projects if students are in excess of vacation requirements

All students will be paid at the minimum rate of the assembly classification and will not retain seniority rights or be eligible to collect pension credits or benefits outlined in Article 19.01.

Students would not be hired while there are employees with seniority on layoff capable, willing and available to perform the work. Further such students would not be requested to work overtime except where no other regular employee is available to perform the work. It is mutually agreed that all students will be laid off not later than the Labour Day holiday.

16.10 Employees eligible for vacation shall receive their entire vacation pay benefit on or before the first pay period following July 1st of each year. Employees taking vacation before this time may request an advance of vacation pay earnings. The amount advanced would be deducted from the total vacation pay entitlement for the current vacation year.

Employees will not be allowed to waive their vacation payments and have them accumulate from year to year. Any vacation taken must be completed before June 30th of each vacation year. The duration of the vacation requested will not be less than 1/2 shift.

16.11 If a regular paid holiday falls during any employee's vacation period, an extra day will be given with pay at the beginning or ending of the vacation period.

ARTICLE XVII

Wages

17.01 (a) The hourly base rates set forth in Schedule "A" attached hereto shall be effective November 7, 2003 and shall remain in effect through November 6, 2004. The hourly base rates set forth in Schedule "B" attached hereto shall be effective November 7, 2004 and shall remain in effect through November 6, 2005. The hourly base rates set forth in Schedule "C" attached hereto shall be effective November 7, 2005 and shall remain in effect through November 6, 2006.

(b) An employee will be paid the mid-range and maximum classification as soon as the Company determines he/she is fully qualified on the job, but in no event, later than 30 and 50 days, respectively. Employees that may be downgraded for any reason shall receive the maximum rate immediately if qualified.

(c) In the event the Company establishes new jobs or significantly changes an existing job, the Parties will meet to discuss the changes and negotiate if necessary a proper rate for the new or changed job. If an agreement cannot be reached, the Parties will request an Arbitrator's ruling on the same. The Arbitrator may only establish a rate that is equal to or falls between the Company and the Union's proposal. This Arbitrator's decision will be binding upon both parties. Pending the arbitration ruling the employee(s) will be paid at the Company's predetermined temporary rate.

17.02 When an employee reports for work at his/her scheduled time and is sent home before starting work during his/her first four (4) hours, said employees shall receive payment including applicable overtime pay, if any, for the time actually worked plus the difference between time actually

worked and four **(4)** hours multiplied by his/her regular base rate. Where an employee is scheduled to work on a ten (10) hour shift the above reporting pay will be five (5) hours. No such payment will be made if notice is communicated to the employee's last known address by appropriate means, including telephone, at least two hours **prior** to said employee's scheduled shift starting time, or even if no notice is communicated under the following circumstances:

(a) when normal operations are affected by a major mechanical breakdown or other condition beyond the control of the Company, such as fire, flood, severe storms or work stoppages;

(b) when an employee was absent when notice not to report for work was given; however, the Company will make a reasonable effort to contact an employee by phone where the employee would otherwise report for their next shift:

(c) when an employee is sent home as a disciplinary measure at the start of the shift or during the first four **(4)** hours of work.

17.03 Any employee called in for emergency work at a time other than his/her regular starting time shall receive pay for the time worked at the applicable rate, but at least an amount equal to three (3) hours at employee's applicable rate.

17.04 Any employee temporarily transferred to a lower rated classification shall continue to be paid the wage rate he/she was paid in his/her regular classification. An employee temporarily transferred to a higher rated classification shall be paid the rate, at the level within the rate range of his/her regular classification.

17.05 An employee hurt in an industrial accident shall be paid time lost on the day he/she was injured, at his/her hourly rate.

17.06 A night shift differential of fifty-one cents **(51)** per

hour shall be paid to all employees scheduled to start work on the second (or afternoon) shift and fifty-one cents (51) cents on the third (or night) shift. This amount will be increased for both the afternoon and the night shift during the life of this agreement as follows;

Effective <i>Nov. 7, 2004</i>	fifty-six cents (56) per hour
Effective <i>Nov. 7, 2005</i>	sixty-one cents (61)per hour

ARTICLE XVIII Incentive Pay Provisions

Except as otherwise provided in this Agreement, all existing incentive standards in effect on the date this Agreement becomes effective, and any incentive standards which may be subsequently established, shall remain in effect and unchanged and shall be applied to those jobs to which they were originally or subsequently applied, so long as said jobs remain unchanged. When such change or changes occur, paragraph 3 of the Article shall apply.

18.01 Standard Hours and Production Count - The Company will institute and maintain incentive standards on jobs, which it concludes, lend themselves to the application of such standards.

Where a job is not ready for the establishment of a permanent standard, a temporary standard will be placed on the operation in accordance with Section 18.07. This temporary standard will be established no later than during the first ten (10) working days during which the operation is run each day for the full day or major fraction thereof. The incentive standard shall be of the standard hour type and payments will be made on the basis of standard hours earned times the base rate for the job. Incentive standards are established and maintained on the "one for one" basis, i.e., one percent (1%) increase in earnings for one percent (1%) increase for acceptable production above the established incentive standard. Payments will be made only for acceptable pieces produced,

except where the scrap is not attributable to the fault of the operator.

18.02 Time standards - Time standards under the incentive system shall be based on predetermined time data, standard data (developed in the plant), time study, ratio delay studies or other established engineering practices. Incentive standards shall be established by the Company so that qualified experienced employees working on the operation with normal incentive effort and following prescribed methods will have an opportunity to earn twenty-five percent (25%) above the base rate while working on the operation. It is recognized that such methods will be consistent with safe working procedures and the incentive pace will not produce fatigue to a degree that would be harmful to a normal healthy employee.

Allowances totaling not less than thirteen percent (**13%**) shall be made for rest periods, necessary personal time, and minor unavoidable delays, etc., consistent with earnings opportunity described above.

18.03 Guarantee of Incentive Standards - when an incentive standard has been established, reviewed and confirmed or reset, on an operation under the incentive system, it shall not be changed during the term of this Agreement except for a proven error in computation or to reflect a change in crew size, method of production, materials, equipment, quality standards or machine speed or feeds, or an accumulation of such changes which in total affects the time standards by five percent (5%) or more.

When an incentive standard has been established by an elemental time study and thereafter the **job** is changed to alter such time necessary to perform such job, only the elements affected by the change shall be revised.

18.04 Daily Guarantee - Employees working on an incentive basis will be paid the incentive earnings they earn each day, but not less than the total of the employee's hourly base

rate times the number of hours worked on incentive during the work day. All incentive standards will be established on an individual employee daily basis for each incentive job performed except where group incentives are necessary.

As an exception to the above, when an employee is transferred to another classification for part of the day, earnings will be calculated separately for the time spent in each classification.

18.05 Grievances on New Time Standard - When a new or revised time standard is applied to an operation, no grievance relating to the new or revised standard may be filed until fifteen (15) work days after a high volume operation is first run on the new standard or until a low volume job has run on at least three occasions. Although a grievance cannot be filed challenging the rate during the time limits set forth above, upon request of the operator, the Company will re-check any such new or revised standards after it has run five (5) work days on a high volume job or run at least two (2) occasions on low volume jobs. For purpose of this Section, a low volume job is one that produces less than 5,000 finished parts per year.

After completion of the above trial period, a grievance may be filed within the next following forty-five (45) days, but not thereafter, alleging that the standard does not provide the opportunity as set forth in Section 18.02. In the event such grievance is finally presented to an arbitrator for discussion, the sole question to be decided by the arbitrator is whether the Company has complied with the procedure provided in Section 18.02 for establishing incentive standards and that a fair and equitable standard has been established in accordance with the provisions of Section 18.02. Any change, which is made in a time standard pursuant to grievance filed pursuant to this Section, shall be retroactive to the date that the new or revised standard was established on the job.

In the event an incentive standard is alleged to have been affected by change or changes made by the Company in the

manner and to the extent provided in Section 18.03, any employee affected may take up the complaint with the Time Study Steward.

If the Time Study Steward deems further investigation necessary he/she shall make a written request for a meeting with the Industrial Engineering Representative. A meeting shall be held between the Time Study Steward and the Industrial Engineering Representative within 24 hours thereafter or a mutually agreed upon time. The individuals involved shall mutually agree upon the format of the meeting. Failing a resolution of the dispute, the Time Study Steward shall reduce the grievance to writing within five (5) working days after the meeting(s) specified above.

The Company's Industrial Engineering Representative shall within five (5) working days following receipt of the written grievance, render a written decision. Failing satisfactory resolution the Time Study Steward may advance the grievance to Step Three (3) of the grievance procedure. If such grievance is submitted to arbitration, any adjustment resulting from the decision of the Arbitration Board shall be effective as of the date of the written request for the meeting.

18.06 Incentive Information - The Company will assure that incentive employees working on incentive operations will have information to enable them to understand the incentive application to their job. This includes the responsibility to advise the employee when a new or revised study of an operation is being made and to provide any pertinent information the operator may request. If the operator feels he/she does not have sufficient information to enable him/her to perform his/her job as required, or does not understand the information made available to him/her, he/she shall be expected to request further information.

18.07 Temporary Incentive Standards - A temporary standard or standards may be placed upon an operation when temporary non-standard conditions arise or when it is not

practical (due either to job condition or to time limitations) to establish a permanent standard. The purpose of such standard is to afford the employee concerned an opportunity to work at incentive and make incentive earnings, and to give the Company incentive production, even though it is not practical to develop a permanent standard. Accordingly, in setting such temporary standard, sincere effort will be made to afford the employees concerned incentive opportunity, which approximates that in Section 18.02. Any standard, which is temporary, will be clearly indicated in an appropriate manner.

A temporary standard will not remain in effect for more than forty (40) hours of production for a high volume job and sixteen (16) hours on a low volume job (but may be changed within such periods). At the conclusion of the appropriate time period, the temporary standard will be automatically canceled unless the Company performs one of the following alternatives:

1. Establishes a permanent standard and clearly designates it as a permanent standard; or
2. Re-issues the same or another temporary standard.

If the second alternative is adopted, the Union will be advised on the unusual circumstances that prevent the establishment of a permanent standard at that time and said standard will remain in effect for the duration as described in the first sentence of this paragraph.

The second paragraph of this Section is only applicable to temporary standards established on or after February 1st, 1974.

18.08 Information Provided During Grievance Procedure- When an incentive grievance has been appealed to Step Two of the grievance procedure, the Company will explain and provide to the Grievance Committee all of the pertinent data which was used to determine the incentive rate, or any other pertinent information required in order to properly process the grievance.

18.09 Downtime- Employees shall clock off the job at any time production is interrupted where such delay is approved and recorded as beyond the control of the operator. If such downtime exceeds a total of fifteen (15) minutes per shift, all such delay time in excess of said fifteen (15) minutes shall be paid at the employee's base rate.

18.10 The Union will choose a member of the bargaining unit to act as Time Study Steward. The Union agrees that it will use its best effort to choose an individual who will be able to accept and comprehend the training essential to a Time Study Steward and who will exercise his/her functions in an objective manner.

The Company will make available to the Time Study Steward the information relevant to the establishment or revision of incentive standards. The Company will provide the Time Study Steward advance notification of major incentive standard changes.

This will include the opportunity to review the proposed standard prior to its implementation.

ARTICLE XIX INSURANCE

19.01 The Company shall be responsible for the administration and cost of providing benefits of the Employee's Group Insurance Plan, as provided under Article XIX of this Collective Agreement. Eligibility and payment of these benefits are determined by the Group Insurance carrier, subject to the provisions of the Group Insurance Policy or policies in effect at that time.

The following Employees Group Insurance Plan shall continue in effect with changes as noted:

(a) The weekly disability benefit shall be 66-2/3% of forty times (40x) the employee's base hourly rate or the amount payable under the provision of the Employment Insurance Plan, whichever is greater. When an employee is,

by mutual agreement between the Company and the Union, normally working less than forty (40) hours per week, the multiplier for the calculation of benefits shall be in accordance with the number of hours regularly worked.

Eligibility and duration shall be on the basis of 1-1-8-26 effective November 7, 2003.

Where an employee is absent from work for a non-occupational disease and such disease continues for a period of ten (10) consecutive days, the employee then will receive benefits computed back to the fourth day of absence. Where an employee undergoes surgery at a recognized hospital, clinic or physician's office on an outpatient basis, the employee will receive benefits computed from the date of surgery. The employee will receive disability benefits for the first day of absence for Hospital Diagnostic tests and X-rays including Endoscopy (excluding X-rays and Blood work).

(b) The Long Term Disability benefit shall be \$1600.00 per month with CPP offset. Duration of this benefit will be 60 months (5 years). This coverage will be increased during the life of this agreement as follows;

Effective Nov. 7, 2004	\$1650.00 per month
Effective Nov. 7, 2005	\$1700.00 per month

LTD Benefit Rate is frozen as at date of disability (i.e. at date of eligibility for W.I. disability benefits) for the duration of that disability.

(c) The Company shall provide Life and Accidental Death Insurance for each employee.

November 7, 2003 to November 6, 2004	Coverage of \$25,000
November 7, 2004 to November 6, 2005	Coverage of \$26,000
November 7, 2005 to November 6, 2006	Coverage of \$27,000

(d) The Company shall pay the total cost for dental insurance. The coverage provided shall be the Blue Cross #7 Plan or a comparable plan, with a 2 year lag to the current ODA. The dental plan has been upgraded to include orthodontics to age 19; payable at 50% with a maximum of \$1400 lifetime; major restorative; payable at 75% with a maximum of \$2800 lifetime. This coverage will be increased during the life of this agreement as follows;

November 7, 2005 to November 6, 2006	Orthodontics will increase to \$1,500 lifetime.
November 7, 2005 to November 6, 2006	Major Restorative will increase to \$3,000 lifetime.

(e) The Company shall provide a Two Dollar (\$2.00) deductible drug plan. Annual maximum of \$10,000 per person per calendar year, effective January 1, 2002. Any person who may exceed this amount may see the Human Resources Department for assistance in applying for the government of Ontario Drug Plan (Trillium).

(f) The Company will contribute 100% of the total Ontario Health Insurance Plan (OHIP) and the supplementary

insurance (including Life, Weekly Indemnity and Long Term Disability insurance) premium.

(g) The Company will provide a \$190.00/24 month Vision Care program for eligible employees and their dependents. This coverage will be increased during the life of this agreement as follows;

<i>Effective Nov. 7, 2004</i>	<i>\$200.00/24 month period</i>
<i>Effective Nov. 7, 2005</i>	<i>\$210.00/24 month period</i>

The cost of tinting of prescription glasses, to the biannual maximum, shall be included in the program

The Company will pay the full cost of this coverage.

(h) During negotiations the Parties agreed that any premium reduction resulting from the acceptance of the Company Weekly Indemnity Plan by the Unemployment Insurance Commission as a qualified plan would accrue in total to the Company as an offset to benefits provided.

(i) The Company will provide benefit coverage for same-sex spouses, under the normal terms and conditions of the Group policy.

(j) Following the return to work from a lay-off, employees with seniority will have their group health insurance benefits restored effective immediately.

ARTICLE XX

Pensions

20.01 The Company agrees to continue with a Pension Plan subject to approval by the Financial Services Commission of Ontario and the Canada Customs and Revenue Agency under all applicable provisions and regulations.

(i) **ELIGIBILITY FOR MEMBERSHIP**

(a) If an Employee on April 1, 1987, you become a Member automatically.

(b) If hired on or after April 1, 1987, you become a Member on the January 1, next following the date of hire.

(c) Upon ratification of the November 7, 2001 to November 6, 2003 collective agreement, If hired on or after January 9, 2002, you become a Member upon completion of your probationary period, retroactive to date of hire.

(ii) **NORMAL RETIREMENT AGE**

Age 65

For the life of this agreement, employees who so desire will be allowed to continue to work past their normal retirement date, to a maximum age of 67. (The first month following their 67th birthday.) All pension benefits will be delayed until the actual date of retirement if the employee chooses this option; however all pension credits will continue to accumulate until the date to the delayed retirement date, if chosen, or until the age of 67, whichever is sooner.

(iii) **NORMAL RETIREMENT BENEFIT**

(a) For credited service to December 31, 1989: The value of \$7.50 per month, multiplied by the number of years of credited service to December 31, 1989.

PLUS

(1) For Credited Service from January 1, 2004:

The pension provided by the accumulated value of:
- Company contribution of \$1.00 for each hour worked

(excluding overtime equivalent).

(2) For Credited Service from January 1, 2005:

The pension provided by the accumulated value of:
- Company contribution of \$1.05 for each hour worked
(excluding overtime equivalent).

(3) For Credited Service from January 1, 2006:

The pension provided by the accumulated value
of:- Company contribution of \$1.20 for each hour
worked (excluding overtime equivalent).

PLUS,

Credited interest, compounded annually, at rates determined annually, which shall not be less than as prescribed by the Financial Services Commission of Ontario and the Canada Customs and Revenue Agency.

- (b) For any member retiring after January 1, 2004, under the Normal retirement provisions, the pension benefit will be not less than \$21.00 per month, per year of credited service.
- (c) If an employee retires on an early retirement pension after December 31, 2003 but before January 1, 2007, the amount of the monthly pension for all years of service to early retirement date will be no less than \$21.00 per year of pension credited service, reduced by 0.5% for every month of commencement of the early retirement pension prior to age 65.

Detailed information available from your Human Resources Dept.

RETIRING ALLOWANCE

The Company will pay a retiring allowance in the amount of \$5,000, in the form of a lump sum amount transferred to a regular R.R.S.P. in the Employee's name.

The retiring allowance will be transferred to an R.R.S.P. held by an accredited financial institution of the Employee's choice.

To be eligible for this retiring allowance, an employee must have attained the age of 59 years as of January 1, 2004, and have at least fifteen (15) years of credited service, as of January 1, 2004.

These employees wishing to retire must notify the Company sixty (60) calendar days in advance of their retirement date.

Employees aged 65 to 67 at date of retirement are eligible for the retiring allowance and are not restricted to the sixty (60) days notice.

ARTICLE XXI No Strikes or Lockouts

21.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the term of this Agreement, there will be no strike or stoppage of work, as defined by the Ontario Labor Relations act of Ontario, RSO 1970, Chapter 232, either complete or partial and the Company agrees that there will be no lockout.

21.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike or work stoppage in violation of Section 21.01, but a claim that a disciplined or discharged employee did not participate in such activity may be in the subject of a grievance.

LETTER OF INTENT
Subject: Incentive Program

The Company agreed to provide this letter concerning the administration of the Wage Incentive Program. It is specifically agreed that the following procedures shall be used as an aid in the understanding of the system.

1. When an employee is assigned to an incentive rated operation, there shall be posted at his/her work station, the incentive standard for the particular operation he/she is performing.
2. The Company will make available to the Time Study Steward, the information relevant to the establishment or revision of the incentive standard where the adequacy of such standard has become an issue.
3. The Company when requested will provide incentive earnings information.

Sheree Phillips,
Plant Manager.

HUMANITY FUND

The Company agrees to use the payroll deduction process to assist the Union in instituting the "Humanity Fund" program with the employees of U.S.W.A., Local 4605 on January 1, 1993.

The Company agrees to deduct and remit to the prescribed address, monthly. It is understood that any employee who does not wish to participate may discontinue with written notice at anytime.

LETTER OF AGREEMENT
Procedure for People who are waiting for Workplace
Safety and Insurance Board Benefits

The Company and the Union have agreed to a procedure for Employees who suffer an industrial accident or illness. Once a claim is submitted to the Workers Safety and Insurance Board for benefits and a claim number has been established, if no payment has been received within three (3) weeks, a claim will be submitted to our Insurance Carrier for Weekly Indemnity Benefits for the said Employee until the Workers Safety and Insurance Board has resolved the claim, or the Employee has returned to work.

We have also agreed that from time to time Weekly Indemnity Benefits may be delayed.

If payment has not been received within three (3) weeks from the day of submitting the forms to the Insurance Company, the Company agrees, upon written request from the employee, to advance the employee an equivalent amount of their Weekly Indemnity Benefit provided the employee agrees to repay the amount upon receipt of their Benefit cheque.

LETTER OF AGREEMENT

Re: W.I. and L.T.D. Claims

It is the Company's intent to have W.I. and L.T.D. benefit programs run as smoothly as possible, with good, open communications and understanding of each situation.

To this end, the company agrees to host a joint meeting attended by a union representative, the company and a representative from our Disability Insurance carrier, twice per year, or as otherwise determined by mutual consent.

The purpose of the meetings is to review any existing problems, regarding W.I. and L.T.D., to discuss and resolve problems, and to determine appropriate steps to ensure correct benefits are provided to our employees on a timely basis.

Letter of Understanding

Re: Temporary Transfer to Idle Equipment

During the 2001 negotiations, the parties agreed that employees may be transferred to idle equipment in the case of major mechanical breakdown and over/under stock situations which could otherwise result in a layoff.

Idle equipment is defined as equipment in the plant, as of August 29th, 2001, to which no employee is permanently assigned (for example: Wabco welder, fourth mounting plate welder, one of two filter end presses). These examples are not exhaustive and are not to be construed as the only equipment that may be deemed idle at any given time.

The Company will meet with a Union representative prior to the transfer occurring to notify them of the Company's need and intention to temporary transfer an employee as well as the time frame for the transfer.

LETTER OF INTENT
RE: Vacation Days in Conjunction
with Plant Holidays

During negotiations the Company and the Union discussed at length the practice of granting vacation days prior to and following Plant holidays.

In order to best serve our customers' needs, the Company can grant only a limited number of requests.

In a joint effort to ensure that these prime days are granted in the fairest possible method, reflecting on seniority and allowing enough opportunity for planning, both parties agree that during the agreement a cutoff date of thirty calendar days prior to the actual holiday will be set for vacation requests surrounding the Plant holidays. In the event that a request is made after the thirty (30) days this request will be considered, provided the number of total requests does not exceed the manpower required to maintain production. The Company will respond to the requests as soon as possible but in no event later than two weeks prior to the Plant holiday.

When granting any vacation for these times, the Company will use seniority within the classification and shift, as the prime rule, providing of course it does not interfere with the ability to meet customer and production needs.

These procedures do not apply to the traditional summer shut-down periods, as per Article 16.09.

LETTER OF UNDERSTANDING RE: CONTRACTING OUT

During our 1995 negotiations the Company and the Union discussed the philosophy of contracting out, it is the intent of the Company not to contract out our work or services in the area of maintaining or repairing of plant equipment or tools, when we have the people, skills, appropriate licensing, equipment and facilities to do such work, always providing that the Company can do such work as economically and efficiently as it can otherwise be done.

The Company agrees to include one of our skilled trades people with outside contractors while in our plant to either provide assistance or to obtain required training for specialized requirements.

It is understood that all "capital projects" will be turn key operations and will not necessarily involve our skilled trades until the vendor has met his/her contractual requirements, regarding installation, repairing or warranty work on the equipment, and/or our skilled trades people have received the necessary training.

It is also understood that outside contractors will be used to set up, run in, and do warranty work on purchased equipment and will be responsible for any purchase order liabilities.

In the event of an emergency, the Company may have to contract out skilled trades work to ensure the continued employment of our production people and/or to fulfill Customer requirements. Should this occur, the Company will meet with the designated Union representatives to explain the emergency situation on the next regular work day following the emergency.

**LETTER OF AGREEMENT
RE: OUT SOURCING**

The Company's philosophy and mission is to become the low cost, quality manufacturer of "spin on" oil filters in partnership and under the guidance of our product parent, Dana/Wix Filtration Products Division through product "rationalization" within the same Division.

In the event of an emergency or disaster the Company may have to "out source" some components to ensure the continued employment of our production people and/or to fulfill Customer requirements. Should this occur, the Company must meet with the designated Union representatives to explain the emergency situation on the next regular work day following the emergency. In the event that the need for "out sourcing" is caused by capacity restraints with the addition of new or increased business volume, the Company must meet with the Union prior to the anticipated need. The Company will explain and justify the need to "out source" all or part of the requirements and/or solicit alternate solutions. During this meeting the Company and the Union will determine how to handle any specific processes and/or needs that may not be addressed, or may cause conflict with, the current language

Any decisions about our future business or product rationalization will be fully and openly reviewed with the Union prior to implementation.

Letter of Understanding

Re: Temporary Addition of Shift on Radial Line

August 24, 2001

During the 2001 negotiations, the parties agreed to post all positions relating to the temporary addition of a shift on the Radial Line (Plant 3) as temporary, where such additional requirements are the result of a short-term seasonal change in production needs. In order to make the transition to temporary status for any group, job and classification on the afternoon shift of the Radial Line which is affected by a temporary upswing in business, any employee currently holding a permanent home base on the Radial Line will retain recall rights to these positions, in accordance with 7.05 (Recall) when production requirements dictate the need to temporarily staff the position.

All positions vacated by employees who post out of their permanent home base in the affected group, job and classification on the afternoon shift of the Radial Line will be posted as temporary postings when production requirements next dictate their need. Such temporary positions will be posted for no less than 30 days and for a maximum period of six (6) months. Employees with a permanent home base or employees whose home base is lay-off, who have completed their probationary period, may apply for these temporary opportunities.

In the event of the need to reduce the work force in a temporarily added position within a group, job, classification on the Radial Line, afternoon shift, employees who have retained their permanent home base on the Radial Line (afternoon shift) will retain bumping rights in the Plant in accordance with Article 7.04. Employees on a temporary posting or temporary transfer on the Radial Line, afternoon shift, will be returned to the job, classification and shift which they held prior to taking on the temporary position on the Radial Line.

The temporary posting of jobs on the Radial Line due to a seasonal upswing in business shall be restricted to once per calendar year.

Both parties agree that the need to post job opportunities as permanent will be reviewed in the event of a permanent improvement in business conditions on the Radial Line.

Re: Temporary Layoff of a Shift

The Company and the Union discussed at great length the issues involved in the temporary reduction of a full shift for a period of one week, resulting from a reduction in Customer requirements. Such temporary Layoffs will be limited to once in a rolling six month period.

The following principles were agreed to:

1. The purpose of this agreement is to ensure senior people have the opportunity to remain at work for a full 40 hour week and reduce the need for a shortened work week occasioned by a reduction in Customer requirements.
2. People moving from 2nd shift to days, and have more seniority than the most junior employee performing the same class in the same department on days, will have the right to assume that position for the week.
3. Employees not having the necessary seniority to displace the person on days in step 2, will fill an opening on days created by the layoff.
4. Employees displaced on days by a more senior person from second shift will fill an opening created by the layoff.
5. Openings filled from step 3 and 4 will be filled based on seniority and the ability to perform.
6. Employees will return to the assignment they held prior to the one week temporary layoff.

7 Employees will be paid as outlined in Article 17.04.

Re: Temporary Layoffs

During our 2001 negotiations the parties discussed the issues surrounding the practice of laying off the entire plant repeatedly for less than one week as a result of a reduction of customer orders.

The Company assures the Union, that it is not our intent to repeatedly continue this practice to avoid a more permanent layoff. The Company has in the past only taken this action when it appeared that the reduction of Customer requirements was for a very short- term period.

The Company agrees, that in circumstances where Customer requirements creates the situation for a complete plant shutdown of less than a week, to limit these complete shutdown days to a maximum of one day in a rolling six month period. Other options would include either a temporary shift layoff for a one week period, or a more permanent layoff as per clause 7.04.

The parties agree that the one day may be extended by mutual agreement.

It is also agreed, this agreement does not affect the decision to shut the plant down between Christmas and New Years.

LETTER OF AGREEMENT RE: Shift Transfers

An employee whose scheduled shift is 7:00am to 3:00 p.m. and is temporarily transferred to a 7:00 am to 3:30 p.m. shift would still qualify for the paid lunch and leave at their regular time of 3:00 p.m.

An employee whose scheduled shift is 7:00 a.m. to 3:30 p.m. and is temporarily transferred to a 7:00 a.m. to 3:00 p.m. shift will qualify for the paid lunch and leave at 3:00 p.m.

An employee whose scheduled shift is 3:00 p.m. to 11:00 p.m. and is temporarily transferred to a 3:30 p.m. to 2:00 a.m. shift would still qualify for the paid lunch and leave at their regular time of 11:00 p.m.

When an employee who normally works 3:30 p.m. to 2:00 a.m. is temporarily transferred to a **job** on the 3:00 p.m. to 11:00 p.m. shift, they will qualify for the paid lunch and leave at 1:30 a.m.

LETTER OF AGREEMENT
RE: Definition of Classification

The Company and the Union agree that:

Each of the separate classifications listed in the wage schedules are separate classifications for the purposes of overtime distribution, in accordance with the overtime language in Article 14.06.

LETTER OF AGREEMENT
RE: Excessive Absenteeism

In January of 1997 we increased the number of assemblers required for the spin-on lines, and gave them a line assignment, in order to assist us to deal with excessive absenteeism. These persons are primarily to be *used* for standing *up* filters at the individual shrink wrap operation, and the 3000 valve assembly station.

If these positions are not required, the most junior assembler or assemblers would be removed from the line. When removed from the line, these employees would fill in for absent employees, or if there were no absent employees, these junior assemblers would be used for rework or clean up at their line assignment rate.

**Letter of Understanding –
RE: New Shift Times for Employees Working in the
Back of Plant 3**

The Union and the Company have mutually agreed, in accordance with Article 14.02 that shift times for employees working at the back of the Radial Line (Plant 3), day shift, will be as follows:

Shift Start:	7:15 a.m.
First Break:	9:40 a.m. – 9:50 a.m.
5 minutes pre-lunch wash-up:	12:10 p.m. – 12:15 p.m.
Lunch:	12:15 p.m. – 12:45 p.m.
Second Break:	2:10 p.m. – 2:20 p.m.
End of Shift wash-up	3:40 p.m. – 3:45 p.m.
Shift End:	3:45 p.m.

It is understood that the alteration in shift times during the regular work week will also apply to employees working the Saturday and Sunday overtime opportunities.

It is further understood that an additional daily .3 hours overtime opportunity will be rotated amongst the back-end Radial Line assemblers by seniority in order to have someone in place to put moulds on the line.

Mr. Virgil Oliveira,
President,
U.S.W.A. Local 4605

Dear Virgil:

Re: Arbitrators

During our 2003 negotiations the parties agreed to the following list of arbitrators, to be used during the life of this agreement.

The arbitrators are as follows;

Steve Raymond	-	Company nominee
Dr. William Marcotte	-	Union nominee
Rick McDowell	-	Company nominee
Frank Reilly		Union nominee

Yours truly,

Sheree Phillips,
Plant Manager.

SEVERANCE PACKAGE

tional **

1 yr. less than 7 yrs. 1 wk. per yr. of service, plus	\$750
7 yrs. less than 9 yrs.	\$950
9 yrs. less than 11 yrs.	\$1200
11 yrs. less than 15 yrs.	\$1400
15 yrs. less than 18 yrs.	\$1400
18 yrs. less than 20 yrs.	\$1600
20 yrs. less than 23 yrs.	\$1900
23 yrs. less than 26 yrs.	\$2200
26 yrs. +	\$3000

ADDITIONAL COLUMN

** NOT APPLICABLE in cases precipitated by customer decision to decrease, or remove business, or refusal to renew business, or business lost occasioned by a labour dispute.

An employee electing to accept a severance payment will be immediately terminated and lose their seniority.

Severance is inclusive of Employment Standards payment.

SCHEDULE "A"

The following schedule of rates is effective from
November 7, 2003 to November 6, 2004.

Skilled Trades and Non-Production	Min.	Mid.	Max.
Tool & Die A	\$22.95	\$23.70	\$24.45
Automation Technician	\$22.95	\$23.70	\$24.45
Maintenance "Trainee"	\$16.40	\$17.02	\$17.63
Maintenance Labour - Janitor	\$15.34	\$15.89	\$16.43
Electronics Technician	\$22.95	\$23.70	\$24.45
Shipper/Receiver	\$15.57	\$16.12	\$16.86
Material Handler	\$15.34	\$15.89	\$16.43
Jigger	\$15.49	\$15.99	\$16.58
Production Classifications	Min.	Mid.	Max.
Press Operator " A Automatic	\$17.79	\$18.46	\$19.12
Dennison Operator	\$17.79	\$18.46	\$19.12
Machine Operator " A	\$16.18	\$16.79	\$17.39
Machine Operator " "AI" Spin-on	\$16.47	\$17.09	\$17.70
Machine Operator "AI" Radial Line	\$16.47	\$17.09	\$17.70
Machine Operator "AI" Element Line	\$16.47	\$17.09	\$17.70
Manual Tapper Operator	\$16.22	\$16.83	\$17.43
Auto Tapper Operator	\$16.50	\$17.12	\$17.73
Auto By-pass Welder	\$17.49	\$18.15	\$18.80
Crimper	\$16.44	\$17.06	\$17.67
Spot Welder " A	\$17.24	\$17.89	\$18.53
Assembler	\$15.20	\$15.77	\$16.33
Painter	\$16.85	\$17.49	\$18.11
Gasket Machine AI	\$16.47	\$17.09	\$17.70
Borden AI	\$16.47	\$17.09	\$17.70
Shanklin AI	\$16.47	\$17.09	\$17.70
Shell Loader AI	\$16.47	\$17.09	\$17.70
Service Person Element	\$17.06	\$17.70	\$18.33
Service Person Spin-on Front	\$17.06	\$17.70	\$18.33
Service Person Spin-on Back	\$17.06	\$17.70	\$18.33
Service Person Air Line Front	\$17.06	\$17.70	\$18.33
Service Person Air Line X-Y	\$17.06	\$17.70	\$18.33
Service Person Air Line Back	\$17.06	\$17.70	\$18.33

SCHEDULE "B"

The following schedule of rates is effective from November 7, 2004 to November 6, 2005.

Skilled Trades and Non-Production	Min.	Mid.	Max.
Tool & Die A	\$23.35	\$24.10	\$24.85
Automation Technician	\$23.35	\$24.10	\$24.85
Maintenance "Trainee"	\$16.80	\$17.42	\$18.03
Maintenance Labour - Janitor	\$15.74	\$16.29	\$16.83
Electronics Technician	\$23.35	\$24.10	\$24.85
Shipper/Receiver	\$15.97	\$16.52	\$17.26
Material Handler	\$15.74	\$16.29	\$16.83
Jigger	\$15.89	\$16.39	\$16.98
Production Classifications	Min.	Mid.	Max.
Press Operator "A" Automatic	\$18.19	\$18.86	\$19.52
Dennison Operator	\$18.19	\$18.86	\$19.52
Machine Operator "A"	\$16.58	\$17.19	\$17.79
Machine Operator A1 Spin-on	\$16.87	\$17.49	\$18.10
Machine Operator "A1" Radial Line	\$16.87	\$17.49	\$18.10
Machine Operator "A1" Element Line	\$16.87	\$17.49	\$18.10
Manual Tapper Operator	\$16.62	\$17.23	\$17.83
Auto Tapper Operator	\$16.90	\$17.52	\$18.13
Auto By-Pass Welder	\$17.89	\$18.55	\$19.20
Crimper	\$16.84	\$17.46	\$18.07
Spot Welder "A"	\$17.64	\$18.29	\$18.93
Assembler	\$15.60	\$16.17	\$16.73
Painter	\$17.25	\$17.89	\$18.51
Gasket Machine A1	\$16.87	\$17.49	\$18.10
Borden A1	\$16.87	\$17.49	\$18.10
Shanklin A1	\$16.87	\$17.49	\$18.10
Shell Loader A1	\$16.87	\$17.49	\$18.10
Service Person Element	\$17.46	\$18.10	\$18.73
Service Person Spin-on Front	\$17.46	\$18.10	\$18.73
Service Person Spin-on Back	\$17.46	\$18.10	\$18.73
Service Person Air Line Front	\$17.46	\$18.10	\$18.73
Service Person Air Line X-Y	\$17.46	\$18.10	\$18.73
Service Person Air Line Back	\$17.46	\$18.10	\$18.73

SCHEDULE "C"

The following schedule of rates is effective from November 7, 2005 to November 6, 2006.

Skilled Trades and Non-Production	Min.	Mid.	Max.
Tool & Die A	\$23.80	\$24.55	\$25.30
Automation Technician	\$23.80	\$24.55	\$25.30
Maintenance "Trainee"	\$17.25	\$17.87	\$18.48
Maintenance Labour - Janitor	\$16.19	\$16.74	\$17.28
Electronics Technician	\$23.80	\$24.55	\$25.30
Shipper/Receiver	\$16.42	\$16.97	\$17.71
Material Handler	\$16.19	\$16.74	\$17.28
Jigger	\$16.34	\$16.84	\$17.43
Production Classifications	Min.	Mid.	Max.
Press Operator "A Automatic	\$18.64	\$19.31	\$19.97
Dennison Operator	\$18.64	\$19.31	\$19.97
Machine Operator "A	\$17.03	\$17.64	\$18.24
Machine Operator A I Spin-on	\$17.32	\$17.94	\$18.55
Machine Operator "AI" Radial Line	\$17.32	\$17.94	\$18.55
Machine Operator "AI" Element Line	\$17.32	\$17.94	\$18.55
Manual Tapper Operator	\$17.07	\$17.68	\$18.28
Auto Tapper Operator	\$17.35	\$17.97	\$18.58
Auto By-Pass Welder	\$18.34	\$19.00	\$19.65
Crimper	\$17.29	\$17.91	\$18.52
Spot Welder "A	\$18.09	\$18.74	\$19.38
Assembler	\$16.05	\$16.62	\$17.18
Painter	\$17.70	\$18.34	\$18.96
Gasket Machine A I	\$17.32	\$17.94	\$18.55
Borden A I	\$17.32	\$17.94	\$18.55
Shanklin A I	\$17.32	\$17.94	\$18.55
Shell Loader A I	\$17.32	\$17.94	\$18.55
Service Person Element	\$17.91	\$18.55	\$19.18
Service Person Spin-on Front	\$17.91	\$18.55	\$19.18
Service Person Spin-on Back	\$17.91	\$18.55	\$19.18
Service Person Air Line Front	\$17.91	\$18.55	\$19.18
Service Person Air Line X-Y	\$17.91	\$18.55	\$19.18
Service Person Air Line Back	\$17.91	\$18.55	\$19.18

Note:

The parties agree to acknowledge the existence of four letters addressing the following issues:

Outside clothing.

Worn or damaged safety shoes.

Union Office.

Paid Union Business.

ARTICLE XXII
Duration of Agreement

22.01 This Agreement shall be in effect until November 6, 2006 and shall thereafter continue for a further period of one (1) year unless, not more than ninety (90) days (and not less than thirty (30) days) before the expiration, either party shall give written notice to the other party that it desires revision, modification and termination of this Agreement at its expiration date.

SIGNED THIS _____ DAY OF _____, 2003

**FOR CAMBRIDGE PLANT
DANA CANADA INC.**

WIX FILTRATION PRODUCTS DIVISION

Paul Teeple
Sheree Phillips
Lynn McLean
Mike MacLean
Wendy Henderson
Andrew Chadwick

**FOR UNITED STEELWORKERS OF AMERICA
LOCAL 4605**

David Hilker
Virgil Oliveira
Donald Leighton
Norma McPhee
Mary Box

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