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EFF. DATE	95	04	01
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No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	350		

AGREEMENT

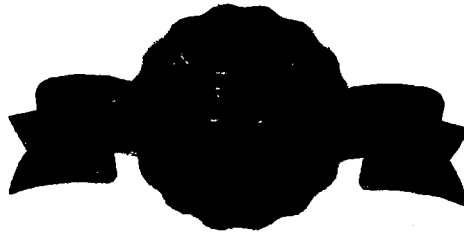
between



and

LOCAL 195
 NATIONAL AUTOMOBILE,
 AEROSPACE, TRANSPORTATION
 AND GENERAL WORKERS OF CANADA C.A.W.

April 1/95



APR 14 1995

AGREEMENT

between

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**

and

**LOCAL 195
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF CANADA C.A.W.**

April 1/95

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

INDEX

TOPIC	ARTICLE NUMBER	PAGE NUMBER
Arbitration	13	13
Bereavement	72	58
Bulletin Boards	40	29
Change in Shift Premium	44	34
Cost of Living Allowance	73	59
Discipline Procedures	20-22	15
General	65-67	53
Grievance Procedure	12	12
Health and Safety	53	39
Hours of Work	43	33
Injury Allowance	51	38
Job Classifications	74	61
Job Posing Procedure	37	25
Job Security	42	31
Jury Duty and Crown Witness Pay	71	57
Layoff	31-35	22
Leave Of Absence	38-39	28
Letters of Understanding		69-132
Night Premium	47	37
No Discrimination	10	4
Overtime Emergency Call-Back	45	34
Overtime Rates and Conditions	46	34
Paid Personal Holidays	60	44
Payment of Wages	52	38
Pension Plan	69	54
Promotions and Transfers	36(a)	23
Purpose	1	1
Recognized Holidays	54-59	41
Reporting Allowance	50	37
Representation	11	4
Rest Period	49	37
Scope and Recognition	2-9	2
Seniority	23-29	16
Social Security	62-64	48

Supplemental Unemployment		
Benefits	70	57
Swing Shift	68	54
Temporary Layoff	30	22
Temporary Part Time Employees	76	65
Temporary Transfers in Plant	36 (b)	24
Termination Clause	77-78	67
Union Security	41	29
Vacation with Pay	61	46
Wage Rates	75	63
Wash-Up	48	37

LETTERS INDEX

TOPIC	PAGE NUMBER
Letters of Understanding	69
Employee Call In Procedure	70
Employee Identification Badges	71
Workers Compensation and S&A Benefits	72
Paid Education Leave Contributions	73
Casual Help	74
Steady Shift for Schooling	75
Die Setter Trainee	76
Third Shift Staffing	77
Coveralls	78
New Hires	79
Reports from Company	80
Employee Rehabilitation	81
Job Postings	82
Use of Jitney Driver	83
Returning Employees from Disability	84
First Aid Tool Crib - Third Shift	85
Holiday Pay Qualification - Clause 57	86
Lead Testing	87
Spare Man Die Setter	88
Large Press Operator	89
Midnight Shift Requests	90
Supervisors Working	91

Lunch Hour Clocking Out	92
Vacation Scheduling	93
First Aid Certificate	94
Paved Parking Lot	94
Common Law Spouse	95
Payment of Wages	96
Use of Industrial Nurse	97
New Technology	98
Ventilation and Heating	99
Payment of Sickness and Accident Benefits	100
Steady Day Shift - Group III only	101
Departmentalization	102
Employee Pay Stubs	103
Relief for Employees	104
Computer - Union Office	105
Work Area - Safety Committee	106
Spray Painter	107
Last Work Day Before Christmas	108
Voluntary Overtime	109
Die Setter Training	110
Insurance Plans	111
Lockers	112
Access to OT Records	113
Sub	114
Disputed W.I. and L.T.D. Claims	116
Ventilation	118
Lubricator	119
Microwaves	120
Posting for First Aid and Tool Crib Vacancy	121
Discipline Records	122
Pay Telephone	123
Life Insurance	124
Smoking Areas	125
Gate	126
Canada Day Holiday	127
Union Plant Fund	128
Retiree Benefits	129
Pension	130
Disability Pension	131
Early Retirement Due to Occupational Disability	132

MEMORANDUM OF AGREEMENT

Entered into on the FIRST day of APRIL 1995

By and Between:

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**
(hereinafter referred to as the "Company")

and

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS OF CANADA AND
ITS LOCAL 195 C.A.W.**
(hereinafter referred to as the "Union")

WITNESSED:

PURPOSE:

1. The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its' Employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all employees who are subject to the provisions of this Agreement. Omissions of specific mention in this contract of rights and privileges established by management will not be construed to deprive employees of such rights and privileges.

SCOPE AND RECOGNITION:

2. The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company at its Windsor plant, save and except supervisors, persons above the rank of supervisor and office staff.
3. The Union recognizes the right of the Company to hire, assign work, promote and demote, transfer, suspend or otherwise discipline for just cause and discharge for just cause any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations and to make and later from time to time rules and regulations to be observed by employees. A copy of amended or new rules and regulations will be given to the Union prior to posting, such rules and regulations shall not be inconsistent with the provisions of this Agreement.

4. The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
5. The Union agrees that Local 195, National Automobile, Aerospace, Transportation and General Workers of Canada (C.A.W.) (hereinafter referred to as the "Local") is a branch thereof, chartered by and in good standing

with it. The Union represents that the membership of said **Local** has fully ratified this Agreement and authorized its execution by the Union.

6. Supervisors and all other supervisory employees above the rank of supervisor are not eligible for membership in the Union and shall not perform the regular work of an employee in the bargaining unit except in the following:
 - (a) in the instruction or training of employees;
 - (b) in the performance of necessary work when production difficulties are encountered on the job, provided there is a set-up man present;
 - (c) in the development of the method of the operation provided, however, that the act of performing the aforementioned operations in itself, does not reduce the hours of work or pay of any employee;
 - (d) in an emergency. An emergency for the purposes of this sub-clause exists when actions must be taken immediately to protect operations or to minimize damage. However, an attempt shall **be** made to contact the employees normally performing the work without unreasonable delay.
7. Other employees who are not subject to the provisions of this Agreement shall not perform any work which is normally performed **by** those employees who are subject to the provisions of this Agreement.

- a. The Company will provide the Union with a list of supervisors, superintendents, members of the management committee, the Company's nominees on the safety committee and any other persons with authority and will indicate by appropriate job titles the nature and extent of their authority and will keep such list up to date at all times.
9. The Union, the Local and the members of the Union or the Local shall not, on Company time, conduct Union activities except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company on request of the Chairman of the Committee.

NO DISCRIMINATION:

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

REPRESENTATION:

11. (a) The Union may appoint and the Company shall recognize a Shop Committee of not more than nine (9) members for the purpose of representation and processing of grievances.
- (b) The representation shall be as follows:
 - (1) The Chairman, Vice Chairman and

Recording Secretary shall form the **negotiating committee and the inplant** committee on the day shift only and shall be scheduled to work the day shift.

- (2) As part of the nine (9) committee members itemized in 11 (a) above, the Union may appoint and the Company shall recognize six (6) members of the Shop Committee who shall function and rotate on the day, afternoon and midnight shifts. The Company will recognize two (2) members of the Shop Committee for each shift scheduled to work.
- (c) Each committeeman at the time of their appointment shall be permanently domiciled in Canada and shall have at least three (3) months of seniority with the Company. The Union shall notify the Company in writing, from time to time, of the names of the committeemen, their respective dates of appointment, the names if any of those former committeemen who are being replaced or discontinued and the name of the Chairman of the Committee.
- (d) It is understood and agreed that committeemen as well as other employees have regular duties to perform. Committeemen, with the approval of the department supervisor where they are respectively employed (such approval shall not be unjustly withheld) shall be

permitted during their working hours, without **loss** of time or pay, to leave their regular duties for a reasonable period of time to adjust and present grievances subject to a maximum absence from their regular duties of two (2) hours within the hours comprising one (1) working day, and further limitation of such time of three (3) hours in any two (2) consecutive days in any one (1) calendar week.

Whenever, in the opinion of the supervisor concerned, more than a reasonable period of time shall have been taken by a committeemen to accomplish such adjustment and presentation, the supervisor of the department to which the committeeman is attached shall decline to approve payment to such committeeman for such excess time.

- (e) (1) The Plant Chairman shall be allowed eight (**8**) hours per day, with no loss of pay, if the active employment at the plant exceed 150 bargaining unit employees.

In the event that the active employment is below 150 bargaining unit employees, the above eight (**8**) hours shall be reduced to four (4) hours per day.

- (2) (i) The Vice-chairman shall be allowed in addition to the time limits outlined in clause (d) above, an additional period o

four **(4)** hours per day for the **purpose of administering this Agreement**, providing the active employment at the **plant** exceeds 200 bargaining unit employees. The Vice-chairman will also be allowed to attend Workers Compensation Hearings or meetings scheduled with the Board. The Vice-Chairman shall also be allowed to call or meet with the carriers of the Company benefit plans. Such time to be part of the allowance indicated above. Prior notice to the Company will be required before leaving the plant.

- (2) (ii) The Recording Secretary shall be allowed in addition to the time limits outlined in clause (d) above, an additional period of two (2) hours per day for the purpose of administering this Agreement, providing the active employment at the plant exceeds 200 bargaining unit employees.
- (3) During negotiations for the renewal of the Collective Agreement, the Company will pay the negotiating committee of not more than four **(4)** employees, at their straight time hourly rates, for time spent in nego-

tiations with the Company's Plant. Such time will include six (6) working days for the preparation of Union Proposals, provided prior written notice is received by the Company of such dates. There will not be any overtime wages for time spent in negotiation or negotiation preparation. The fourth member of the negotiating committee will rotate shifts and not be subject to the conditions of clause 11 (b) (1).

- (4) The Plant Chairman shall be allowed to utilize part of the time allowed in 11 (e) (1) to function as Plant Chairman outside the plant, while meeting with National or Local Union officers on business arising out of this Agreement, or to attend funerals of deceased Union members of retirees covered by this Agreement, without loss of pay. This article shall be limited to a maximum of sixteen (16) hours out of plant paid time in any calendar week, or such additional time as mutually agreed upon.
- (f) A National Representative or Representatives of the Union may be present and participate in any meetings of the Shop Committee and the Company.
- (g) The Union recognizes and agrees that members of the Shop Committee have

regular duties to perform in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement.

- (h) (1) A conference between the Company representatives and the Plant Committee, with or without the Union representative, shall be called when agreed upon. Matters proposed to be discussed at a conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party, not less than twenty-four (24) hours before the time for which the conference is arranged.
- (2) All answers to such matters discussed at such a conference shall be in writing and given to the committee no later than five (5) working days following such conference.
- (i) In the event that the Chairman is absent from the plant, the Vice-chairman may assume the position of the Plant Chairman. When both the Plant Chairman and Vice-chairman are absent the Recording Secretary may assume the position of Plant Chairman.
- (j) The Company shall provide a Union office for the Chairman of the Plant Committee. Such office shall be

equipped with a telephone. These facilities will be provided subject to the following:

- (1) The office will be used only by the Chairman and members of the Shop Committee for conducting Union business.
 - (2) The telephone will provide outside line service during the Company's office day shift hours only and will be used solely for calls dealing with Union business.
- (k) When a member of the Committee is called by the Company to attend a meeting which commences prior to or continues beyond their regular shift they shall be paid their regular hourly rate for such time spent at such meeting.
- (l) Notwithstanding their seniority status a member of the Negotiating Committee in the event of a layoff or reduction in their classification shall be continued at work as long as work is available which they are able to do.
- (1) Notwithstanding his seniority status a committeeman who is not a member of the Negotiating Committee shall in the event of a reduction in his classification or layoff be continued at work on the following basis:
 - (2) He shall be continued at work in his classification in line with his seniority and shall be removed from his

classification in the event his seniority would have removed him, had he not been a committeeman.

- (3) Thereafter, if removed from his classification, he shall be continued at other work in the plant as long as there is work in the plant which he is able to do.
 - (4) A committeeman shall be returned inline with his seniority to his classification when his classification is either continued or increased and his seniority would allow him to be returned.
- (m) When eight (8) or more employees are to work overtime in the plant, the Union representative or designated alternate representative on that shift will be one of the employees so scheduled provided they are willing and able to do the work required.

If overtime is required and Union representation is available by a representative who is working on another shift at the same time, then the representative from the other shift shall be the union representative for all people working.

If a committeeman is missing on the next shift, and overtime which runs concurrently with the next shift is scheduled, a committeeman from the shift working overtime will work, and he will designate a committeeman, at the end of his over-

time, who will represent employees until the end of the shift.

- (n) In the event there are fifteen (15) employees scheduled to work weekend overtime in the plant, on the day shift, the Plant Chairman shall be scheduled to work on that day on the day shift as a full time representative. This clause shall only apply when the active employment at the plant exceeds 150 bargaining unit employees.

GRIEVANCE PROCEDURE:

12. STEP 1

Any employee having a grievance shall first submit same to his supervisor or personnel manager in writing, either directly or through the relevant committeeman. It shall be optional to the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than five (5) working days prior to its presentation. The supervisor or personnel manager shall deal with the grievance and deliver their answer in writing to the committeeman no later than the fifth working day next following the day upon which they received the grievance.

Probationary employees shall have no rights to the grievance procedure under any terms of the Collective Agreement.

STEP 2

If the decision of the supervisor of personnel manager be not satisfactory to the employee concerned and/or the Union, thereupon the grievance shall be placed on an agenda for consideration at the next conference between the Management and the Shop Committee.

The Management Committee shall give its written decision on the grievance within five (5) full working days following the meeting and if the decision be still unsatisfactory to the employee and/or the Union, the grievance may be submitted to arbitration. If the grievance is not referred to arbitration and clause 13 is not being applied within fifteen (15) working days after the final written answer by the Company, the grievance shall be deemed to have been withdrawn unless written notice to the contrary has been received.

ARBITRATION:

13. If Management's decision is not satisfactory to the Union or to the employee concerned, written notice of appeal may be served on the management within five (5) regular working days of the delivery of the decision, appealing therefrom to an impartial arbitrator to be selected by the parties, or if such parties fail to select an arbitrator within five (5) regular working days of the receipt by management of the notice of appeal, then the

Ministry of Labour for the Province of Ontario, shall designate the arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

The time limits listed in this clause can be extended by signed mutual agreement.

14. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in this Agreement or to deal with any matter not covered by this Agreement.

The arbitrator, however, in respect to a grievance involving a penalty shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

15. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations and to confer with the necessary witnesses.
16. An allegation by the Union that the Company has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance to the management. Failing satisfactory settlement, the policy grievance may then be appealed to an arbitrator selected as herein provided.
17. The procedure in this section equally shall apply to a grievance lodged by a group of employees.
18. The expense, if any, of the arbitrator shall be divided equally between the Company and the Union and their respective shares be

paid by them to the arbitrator.

19. *At no time* can an employee or group of **employees** lodge a grievance on behalf of another employee.

DISCIPLINE PROCEDURES:

20. When an employee has been dismissed or suspended they shall be advised that they may interview with his committeeman, in private, for a reasonable length of time before leaving the plant premises.
21. A claim by an employee that he has been wrongfully suspended for more than five (5) days of discharge shall be treated as a special grievance if a written statement of such grievance be lodged with the management within three (3) working days. Failing satisfactory settlement, the grievance may then be appealed to an arbitrator selected as herein provided.
22. (a) When a demerit slip is issued against an employee, such demerit slip will remain against the record of the employee for a period of twelve (12) months and that demerit slip will then be removed from his record.
22. (b) When an employee is called to an interview by a member of supervision and the subject of the interview is be recorded or written discipline, the employee will be **so** informed before the interview and will be advised to have his

committeeman present. Unless the employee directs that the committeeman not be in attendance, the supervisor will send for the committeeman and the interview will not proceed until the committeeman is present.

22. (c) In the event that an employee is disciplined, the Company shall notify the Union in writing, immediately after any written disciplinary actions have been imposed, stating in such notice the reason or reasons for the disciplinary action and the discipline imposed.

It is agreed that no employee will be disciplined for following a direction from a member of supervision which may be contrary to a previous direction.

SENIORITY:

23. Fundamentally the rules respecting seniority are designed to give employees an equitable measure of security based on length of seniority with the Company.
24. The expression "occupational group" when used herein shall mean one or more groups of employees, the members of which are qualified to perform any certain operations or duties therein as specified by the Company, subject to the grievance procedure.
25. Upon completion of sixty (60) scheduled days worked within any period of twelve (12) consecutive months, an employee shall be

entitled to have his name placed on the seniority **list** of an **occupational group** in which he is employed.

Employees shall be considered probationary employees until they have become eligible for the seniority list as above provided and probationary employees shall not have seniority rights or access to the grievance procedure upon being laid off or discharged by the Company.

26. Employees names shall appear on the seniority list in order of their respective dates of hiring.

Employees hired on the same date, after April 1, 1989, shall appear in order of their clock number sequence.

The date of hiring of any employee placed on the seniority list, after sixty (60) working days of intermittent employment within any twelve (12) consecutive months, shall be their date of hire.

27. Seniority rights of employees shall be exercised as follows:

(a) In the event of layoff, an employee in the general occupational group shall be entitled to exercise their seniority over an employee in this group having less seniority, providing they are able and willing to do the different type of work required of them;

(b) In the event of layoff, an employee who is not included in the general occupa-

tional group shall be entitled to exercise their seniority over an employee in the general occupational group having less seniority in the plant, providing they are able to willing to do the different type of work required of them;

- (c) If an employee who is covered by the terms of this Collective Agreement is promoted or transferred to a job outside the bargaining unit then that person shall have the right, within a period of ninety (90) days following the date on which he was transferred or promoted to a job outside the bargaining unit, to return to the bargaining unit in line with their seniority.
- (d) In the event an employee suffering a major disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by mutual agreement between the Company and the Union, but in the event of layoff or recall after a layoff, they shall be subject to the seniority provisions of this Agreement, which would have applied had they not been disabled. Following recall after layoff, exception may again be made to the seniority provisions of this Agreement in favour of such employee.
- (e) When an employee is absent on Workers Compensation and is declared able by the Workers Compensation Board to return to work, both the

Company and the Union agree that such **employee may be placed in the job classification** to which the Workers Compensation Board designates within his capacity, provided he is willing and able to perform, and is qualified to perform, notwithstanding any conflict in the job posting or seniority procedures.

- (f) Employees laid off from their job classification shall be eligible to return to their previously held classification, provided their plant wide seniority is sufficient to allow them to displace a junior employee in that classification.

28. Seniority rights and employment shall cease for any of the following reasons:

- (a) If the employee quits his employment.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is absent for three (3) consecutive working days without advising the Company, giving satisfactory reasons.
- (d) If the employee fails to return to work within six (6) days after notification to do so is sent to his address on record with the Company unless he furnishes satisfactory reasons for such failure.
- (e) If the employee accepts other employment while on leave of absence (except

for medical reasons with the consent of both the Company and the Union).

- (f) (1) If an employee with up to one (1) year seniority has been laid off for a period of twelve (12) months.
- (2) If an employee with more than one (1) year of seniority has been laid off for a period of **twenty-four (24)** months or a period equal to his seniority at the date when he last performed work for the Company, whichever is greater.
- (g) If the employee retires or is retired under the normal or early retirement provisions of the National **Auto** Radiator Manufacturing Company Limited Pension Plan.
- (h) If the employee is transferred or promoted to an excluded position pursuant to Article 27 (c) and does not transfer back within a ninety (90) day period.
- (i) An employee convicted of an offense under the Ontario Highway Traffic Act or convicted of an offense arising out of the operation of a motor vehicle under the Criminal Code and who is absent from work for not more than one (1) year or for any additional period of time, subject to specific terms and conditions mutually acceptable to both parties, **as** the result of his one time only conviction or incarceration pending the disposition of the charges against him, shall be treat-

ed as though they were on a leave of **absence**.

- (j) If an employee with one (1) year or more of seniority is imprisoned following a conviction for an offense other than one arising out of the operation of a motor vehicle and if the sentence is for one hundred and twenty (120) days or less, the Company will accept the sentence on a one time only basis as a satisfactory reason.
29. (a) Seniority lists for each occupational group, the accuracy of which has been agreed to on behalf of the Local in writing, shall be maintained at all times by the Company and shall be made available to committeeman for inspection to the extent reasonably necessary for any committeeman to ascertain the seniority status of an employee within his jurisdiction.
- (b) The Company shall post revised seniority lists as required in each occupational group every three (3) months.
 - (c) Seniority lists of permanent employees shall be maintained by the Company on a plant-wide basis and each shall list who the seniority date of each employee in order of hire.
 - (d) A master seniority list shall be supplied to the Chairman of the Plant Committee in order that he may ascertain the seniority of any employee at any time.

- (e) The Company agrees that they shall give the Union Chairman a list of names and dates of hiring all new employees within seven (7) calendar days of their being hired.

TEMPORARY LAYOFF:

- 30. In the event of a layoff which appears to the Company unlikely to be of longer duration than three (3) calendar days, reduction of the working force may proceed without regard to seniority provided no employee shall be laid off under this subparagraph more than three (3) times in any one calendar year.

If within said three (3) calendar days it becomes apparent to the Company that the layoff is to exceed that period, then as soon as the same becomes apparent to the Company, the layoff shall take place according to seniority.

LAYOFF:

- 31. If there is a general reduction in the number of employees in the Company's Windsor plants, probationary employees shall be the first to be laid off and thereafter layoffs shall take place according to seniority procedure and shall be plant-wide.

Whenever the question of ability becomes a dispute during a layoff, the following procedure shall be applied:

The employee so involved in such a dispute

shall be placed on the job in dispute and **shall** be given a three (3)day trial period to prove that he can or cannot do the job.

Employees in Group III **shall not be entitled** to exercise seniority in Groups I and II on a layoff.

32. Employees with seniority in the plant shall be rehired in the reverse order of layoffs.
33. A probationary employee who is being separated from the payroll of the Company due to a reduction of employees, shall be informed at the time of separation whether he is being laid off temporarily or permanently.
34. During a layoff or a rehire after a layoff, the Company will give first consideration to probationary employees with the greatest amount of service.
35. Whenever possible, the Company will give twenty-four (24) hours notice of layoff to employees.
36. (a) **PROMOTIONS AND TRANSFERS**
The Company and the Union agree that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be the first to be demoted or transferred, providing in either case that the employee or employees involved are willing and able to do the work required.

An employee transferred from one group or classification to another group or classification within the bargaining unit shall

incur no loss seniority in his original group or classification for a period of thirty (30) days after the date of his transfer. However, an employee so transferred shall, upon expiration of such thirty (30) day period, exercise their full seniority in their new group or classification.

(b) TEMPORARY TRANSFERS
- IN PLANT

When employees are being temporarily transferred to another department, the following procedures will be followed:

- (1) High seniority employees will be the last to be transferred, at the beginning of the shift, when work is not available in their department.
- (2) When a line is being shut down and not all employees from that line are being sent out to different departments, the supervisor will retain the high seniority employees in the department from that line, on work available that is not currently being performed at the time of the shut down.
- (3) Employees on a specific job due to a disability will be exempt from transfer.
- (4) Any employees transferred under the temporary transfer - inplant clause to another department for that day will not be able to apply the

options of this clause in the department they are transferred to.

JOB POSTING PROCEDURE:

37. (a) In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) working days, before new employees are hired, in order to allow employees with seniority to apply. The Union Committee shall be notified of the names of the successful bidders within a five (5) working day period immediately following the expiration of the job posting.

Notwithstanding the foregoing provisions of this clause if an employee is absent from work during a period of such posting because of accident, illness, vacation or layoff, he shall be entitled to bid for any vacancy which was posted during his absence, provided he does so within three (3) working days of his return and provided the posting occurred in the three (3) months prior to the return to work.

- (b) In filling jobs under this job posting procedure the employee with the greatest seniority who applied for the job will be given preference provided that he has the qualifications and ability to fulfill the requirements of the job. The manage-

ment reserves the right to hire outside help, provided there are no applicants capable of performing the work required.

- (c) The Company will decide within thirty (30) calendar days of placing a successful applicant into a posted job whether he can satisfactorily fill the position: subject thereto, the employee must within the same thirty (30) calendar day period make his final decision to accept or refuse the job.
- (d) In case the employee is not retained in the job by the Company, or in case of his refusal of the same, as above provided, he will thereupon be returned to his former job without loss of seniority and any other employee affected thereby will be returned to this job on a similar basis and thereafter the original job will be filled in accordance with the provisions of Clause 37 (b).
- (e) Employees with greater seniority who are unsuccessful in bidding on such jobs under this section shall be advised, on their request, why they did not qualify. This will be in written form upon request by the employee concerned.
- (f) If an employee successfully bids on a job (excluding spare jobs under clause (g) of this Article) he may not bid on any job posting in the plant for three (3) months from the date he was selected to fill the vacancy.

- (g) Posting for "spare men" to fill temporary vacancies will **be made during January of 1996** and every two (2) years thereafter. A list of ten (10) applicants **selected** by the Company for each of the ten (10) temporary jobs will be supplied to the Union. The list shall be posted and shall become effective on the first Monday following that date. An employee shall not be entitled to more than one (1) temporary job.

The temporary jobs will cover Die-Setter Trainee, Jitney Driver, Automatic Press Operator, Large Press Operator, Janitor and Lubricator only.

Any vacancies that occur in the temporary job list will be filled by the next most seniority employee from the January posting.

- (h) Where a dispute arises regarding the placement of the most senior employee on the job, the more senior applicant shall be allowed a reasonable time on the job to prove his ability to do the work under normal conditions, such time period shall be up to a maximum of ten (10) working days.

If the Company finds it necessary to remove the employee prior to the tenth (10th) day of the time period, the reasons for such decision shall be discussed with the Union, subject to the grievance procedure.

- (i) At the request of the Plant Chairman, the Supervisor or Personnel Manager shall discuss with him the filling of a vacancy posted under this section before filling such job.
- (j) It is further agreed that this article shall not apply to a vacancy created by a temporary condition, provided that after five (5) working days and until the condition becomes permanent, the Company will fill the vacancy by seniority from among the employees who are able and willing to perform the work and who have previously applied for the job on a posting.
- (k) Employees shall only be eligible to hold one (1) next in line position within the classifications in the plant save and except those outlined in clause 37 (g).

LEAVES OF ABSENCE:

- 38. Upon written application, stating the reason for the request of leave of absence, leaves of absence may be granted to employees, without loss of seniority, such leaves of absence not to exceed sixty (60) days in any calendar year. **Any** deviation from this rule must be agreeable to the Company.
- 39. The Company will grant leaves of absence to employees for Union business on written request of Local 195, received by the Company, at least **forty-eight (48)** hours prior to the commencement of the leave.

Not more than two (2) employees shall be **absent on Paid Educational Leave at any one time.**

In addition to the above two (2) employees, not more than two (2) employees shall be absent on other Union leave at any one time.

No more than two (2) employees out of any one classification in Groups 1 and II shall be absent at any one time. These restrictions shall not include any employee absent because they have been elected or appointed to a full time position in Local 195, C.A.W. or the National Union, C.A.W. or the negotiating committee of four (4) employees or three (3) employees for attendance to general Council meetings of local 195, C.A.W.

An employee absent under a leave of absence shall have full continuance of seniority, pensions crediting, and holiday pay within the conditions outlined in Clause 56.

BULLETIN BOARDS:

40. Bulletin boards will be provided by the Company for the use of the Company and the Union. Any notice to be posted by the Union on the boards shall be approved by the management before posting.

UNION SECURITY

41. (a) All employees shall become members of the Union within four (4) weeks of his hir-

ing and will be required to continue to be members of the Union as a condition to their employment.

- (b) The Company will deduct from the pay of each employee who is a member of the Union and probationary employees, the monthly dues, initiation fees and other assessments and dues authorized by the constitution and bylaws of the Union.
- (c) (1) **All** sums deducted as above, **together with** a record of those from whose pay deductions have been made and the amounts **of** such deductions shall be remitted by the Company to the Financial Secretary of the appropriate Local by the tenth (10th) day of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.
 - (2) (i) **A** list of the total Union dues deducted from each employee during a calendar year will be submitted to the Financial Secretary of the Union by no later than March 1st in each year.
 - (ii) Union dues will be deducted from regular pay and vacation pay.
 - (iii) The monthly Union dues list submitted to the Financial Secretary will indicate the reason for **a non-deduction**.
- (d) The recording, in the books of the

Company of the amounts deducted shall constitute such amounts as monies held by the Company in trust for the appropriate Local.

- (e) At the time T4 Income Tax slips are issued to the employees, a list showing the address, telephone number and social insurance number of each of these employees will be sent to the Financial Secretary of the Union.
- (f) The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing deductions, once they have been turned over to the Financial Secretary of the local Union.

42. JOB SECURITY:

If the Company begins operations at a new facility, within the county of Essex, the Company will recognize the C.A.W. as the beginning agent for all employees, as defined in clause **(2)** of this Agreement, at the new facility.

In the event, there is a reduction in the work force, resulting in a layoff of an individual, with a seniority date prior to Nov. 15, 1985, for a layoff period exceeding one (1) year, the Company agrees that such individual affected will have the opportunity to be hired, at first available opening, at the new facility, subject to that individual being willing and able to do the available work, under the terms and conditions at the new facility.

The Company agrees to meet with the Union Committee prior to the outsourcing of production work. Such meeting shall be to:

- (1) State the reasons for the outsourcing.
- (2) Identify work to be outsourced.

For the purpose of this Agreement, outsourced work shall be deemed not to include the following:

- (a) Service Production work;
- (b) Production work removed by the customer;
- (c) Any work that is of a developmental nature or which has not run in a production mode for a six (6) month period;
- (d) Any production work which has been removed from the premises for a period of two (2) years and such removal has not had a direct effect on work force levels;
- (e) Any work or service done at the Company that is not a production manufacturing nature;
- (f) Work for which the Company does not possess the capability or equipment necessary to do the work.

The Company agrees, in the event there is a reduction in the work force resulting in the layoff of employees with a seniority date prior to November 15, 1985 for a period which exceeds one (1) year, to return the necessary outsourced production work to the plant.

Outsourced work, subject to the above definition, shall be deemed to be any work which has been removed from the plant after the effective date of this Agreement.

Changes to existing tooling which result in part number changes will be considered bargaining unit work, under the provisions of this Article.

The Company agrees to present the Union with a list of the production part numbers which are currently assigned to the facility.

HOURS OF WORK:

43. (a) In the scheduling of normal shifts on a two (2) shift basis, one-half hour will be provided between shifts.

(b) The regular work week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive.

The normal hours of work are from 11 pm Sunday through Friday 11 pm, this applies when the plant is working on a three (3) shift basis.

The one (1) hour period from 11 pm until 12 pm Sunday shall not be considered premium time so long as it is part of any employees' normal eight hour schedule.

(c) The Company may make adjustments in shift schedules for not more than five (5) non-productive employees at any one time, up to one (1) hour.

- (d) On a three shift rotation, one of every third shift will be a day shift.

CHANGE IN SHIFT PREMIUM:

- 44. An employee who is required by the Company to change his shift on any day Monday to Friday after he has started work on his regular shift on Monday without receiving twenty-four (24) hours notice of such shift change shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the first changed shift.

OVERTIME EMERGENCY CALL-BACK:

- 45. Any employee who has completed his shift and has clocked out and is then asked to work overtime shall receive a minimum of four (4) hours pay at overtime rates for such additional work.

OVERTIME RATES AND CONDITIONS:

- 46. (a) Any work performed by an employee in excess of eight (8) hours during any regular shift and all time worked on a Saturday will be paid at at the rate of time and one-half (1 1/2) their regular rate of pay.
- (b) Any work performed by an employee in excess of four (4) hours after the regular quitting time of a regular shift and all hours worked on a Sunday or a recog-

nized holiday will be paid at the rate of two (2) **times their regular rate** of pay.

- (c) The allowance of overtime payment for any **hour** excludes that hour from consideration for overtime payment on any other basis, thus eliminating double payment for overtime or holiday time.
- (d) **All** overtime shall be voluntary.
- (e) In the event of urgency or emergency, overtime work for which no qualified employee will volunteer, the Union agrees to cooperate with the Company in providing sufficient qualified workers to perform such work.
- (f) The Company will post a **list** of employees authorized to work Saturday overtime, each Thursday by 3:00 pm. This posting will not restrict the Company's rights to add or delete names from the list should customer requirements change.
- (g) Overtime shall be distributed within a twenty (20) hour differential in all classifications, to provide a measure of balance. Any differential shall be brought into balance within the pursuing month. Balancing will be done within each respective shift.
- (h) Employees who are absent for any reason or who do not request to work the available overtime, and by the level of their overtime would have been selected to work the available overtime, shall be

credited with the overtime hours worked.

- (i) Any employee who acquires seniority or who changes job classifications shall be credited with the highest overtime standing of their classification at that time.
- (j) All authorized overtime shall be calculated in fifteen (15) minute segments.
- (k) Any employee who is available for overtime will be required to identify their availability by inputting their clock number into the overtime system as directed by the Company. Any employee who fails to make such an input, will be subject to assignment of hours, if they would have been eligible due to the level of their total hours, at the time of availability. Employees who are selected for overtime and fail to work shall be charged double the assignment of hours.
- (l) A probationary employee shall not work overtime until all seniority employees normally performing the work in that classification, have been requested to work.
- (m) The Company agrees to post an overtime report, on a weekly basis, indicating the total hours accumulated through work, refusal and assignment.
- (n) The overtime records of all employees will be zeroed on the first work day of January each year.

NIGHT PREMIUM:

47. On any second shift starting later than 9 pm employees shall be paid an off shift premium of fifty (50) cents per hour. On any third shift starting later than 11 pm, employees shall be paid an off shift premium of seventy (70) cents per hour.

Such premium shall be included in the hourly rate for the calculation of overtime.

WASH UP:

48. The Company will grant a wash-up period of five (5) minutes prior to the commencement of the lunch period and shift quitting time.

REST PERIOD:

49. A ten (10) minute work break will be observed during each half shift.

REPORTING ALLOWANCE:

50. An employee reporting for work on the instructions of the Company, but for whom there is less than four (4) hours of work available at this regular job, or no work available at his regular job, shall be paid four (4) hours at the rate he would have received if he had worked.

This provision shall not apply when such lack of work is due to labour dispute, fire, flood or other cause beyond the control of the Company.

INJURY ALLOWANCE:

51. An employee injured on the job shall be paid for the balance of his shift on which the injury occurred if he is sent home by the attending doctor.

If, as a result of such injury, the employee is sent home or to an outside hospital or to a doctor of the employee's choice, the Company will make available transportation for such injured employee provided the location of the treating facility is within the limits of the City of Windsor.

PAYMENT OF WAGES:

52. Payment of wages shall be made during working hours on Thursday. Pay cheques will be put in sealed envelopes.

The Company agrees to pay the afternoon shift during the working hours on Wednesday of each week. When a paid holiday falls on the Monday of any week, the Company will endeavor to maintain the Wednesday pay period but reserves the right to revert to Thursday should the pays be unavailable due to the paid holiday or other emergency.

The Company will notify the Union when the Wednesday pay can not be met.

For the purposes of computing wages, the pay period shall end on Sunday midnight.

HEALTH AND SAFETY

53. (a) The Company and the Union committee agrees to maintain the highest standards of safety, health sanitation and working conditions in the plant. The Company has the responsibility of providing the cleaning and janitorial service, proper receptacles, tool racks, approved protective devices, wearing apparel and other equipment necessary to properly protect employees from any harm whatsoever. This shall be a continued responsibility of the Company and any practices already established shall not be discontinued.
- (b) A Safety Committee composed of three (3) representatives of the Company and an equal number of representatives elected by the Union shall meet on a monthly basis to formulate and adopt rules and regulations deemed necessary to promote safety. All members of this Committee shall act as Safety Inspectors to see that such rules and regulations are enforced and to report on all unsafe and unhealthy conditions noted or brought to their attention, with the intention of considering the same at the next monthly meeting of the Committee except in cases of immediate emergency, when the Committee will meet as soon as possible.

One of the elected members by the Union will be designated as Union

Safety Chairman and work on steady day shift.

The Union Safety Chairman shall be allowed two (2) hours per day to deal with matters related to health and safety in the plant, providing the active employment at the plant exceeds 200 bargaining unit employees.

- (c) Rules and regulations adopted by the Safety Committee shall be posted on all bulletin boards throughout the Plant.
- (d) The Company will pay, at the end of each calendar year, ~~to~~ all employees who have worked five hundred (500) hours during the year, with one (1) or more years of seniority, the sum of one hundred dollars (\$100.00), as an allowance for the purchase of safety shoes.
- (e) In the event that an employee refuses to perform the job to which he has been assigned because he believes that the operation is unsafe for him or any other employees, a representative of the Company and of the Union, who are members of the Safety Committee, shall examine the operation at once. If both representatives find the operation to be safe, the employee shall carry out the job as assigned.
- (f) The Company agrees that a monthly tour ~~of~~ the plant will be conducted by two **(2)** members of the Safety Committee,

one (1) representing the Union and one (1) representing the Company.

- (g) The Company will supply parkas for employees working on the outside assignments of crane operator, shipping jitney driver and yard jitney driver.

The Company also agrees to provide an enclosure for one (1) jitney to be used outside.

- (h) The Company agrees to provide one (1) pair of prescription safety lenses, authorized by the Company, as its approved source, but such lenses or replacements will be limited to once in a twenty-four (24) month period.

RECOGNIZED HOLIDAYS:

- 54. The Company will pay all eligible employees with seniority, their regular rate of pay for the following recognized holidays occurring after the date of ratification of this Collective Agreement and during its term:

PAID HOLIDAYS 1995

Employee's Birthday	Between April 1/95 and March 31/96
Good Friday	Fri., April 14/95
Easter Monday	Mon, April 17/95
Victoria Day	Mon., May 22/95
Canada Day	Mon.. July 3/95
Civic Holiday	Mon., August 7/95
Labour Day	Mon., September 4/95
Thanksgiving Holiday	Mon., October 9/95
Christmas Float	Fri., December 22/95
Christmas Day	Mon., December 25/95

Boxing Day	Tues., December 26/95
Christmas Float	Wed., December 27/95
Christmas Float	Thurs., December 28/95
Christmas Float	Fri., December 29/95

PAID HOLIDAYS 1996

Employee's Birthday	Between April 1/96 and March 31/97
New Years' Day	Mon., January 1/96
Good Friday	Fri., April 5/96
Easter Monday	Mon., April 8/96
Victoria Day	Mon., May 20/96
Canada Day	Mon., July 1/96
Civic Holiday	Mon., August 5/96
Labour Day	Mon., September 2/96
Thanksgiving Day	Mon., October 14/96
Christmas Float	Tues., December 24/96
Christmas Day	Wed., December 25/96
Boxing Day	Thurs., December 26/96
Christmas Float	Friday, December 27/96
Christmas Float	Mon., December 30/96
Christmas Float	Tues., December 31/96

PAID HOLIDAYS 1997

Employee's Birthday	Between April 1/97 and March 31/98
New Years' Day	Wed., January 1/97
Good Friday	Fri., March 28/97
Easter Monday	Mon., March 31/97
Victoria Day	Mon., May 19/97
Canada Day	Fri., July 4/97
Civic Holiday	Mon., August 4/97
Labour Day	Mon., September 1/97
Thanksgiving Day	Mon., October 13/97
Christmas Float	Wed., Dec. 24/97
Christmas Day	Thurs., December 25/97
Boxing Day	Fri., December 26/97
Christmas Float	Mon., December 29/97
Christmas Float	Tues., December 30/97
Christmas Float	Wed., December 31/97

PAID HOLIDAYS 1998

New Years' Day	Thurs., January 1/98
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55. BIRTHDAY

If an employee's birthday falls on a Sunday, Monday, Tuesday or Wednesday, the Monday of that week shall be considered his birthday for the purpose of paid holiday. If an employee's birthday falls on a Thursday, Friday or Saturday, the Friday of that week shall be considered his birthday for the purpose of paid holiday.

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

56. Any employees required to work on any paid recognized holiday shall receive two (2) times his regular rate in addition to the recognized holiday pay provided in the preceding paragraph.
57. The employee must have worked the last scheduled work day prior to and the first scheduled work day after the day of observance of the holiday unless he has been granted leave by the Company or his absence is due to layoff for lack of work or sick leave granted to him, provided, however, that such leave, layoff or sick leave must have commenced within a period of forty-five (45) days prior to the day of observance on which the holiday falls.
- (a) An employee who qualifies under clause

57 above due to layoff for lack of work and qualifies for the first day of the Christmas Shutdown in any year shall qualify for the total Christmas Shutdown period provided, however, that with respect to the Christmas Shutdown, an employee who misses the last scheduled workday prior to the commencement of the shutdown or the first scheduled work day after the shutdown and is otherwise eligible for holiday pay will lose only ~~two~~ (2) days holiday pay.

58. An employee reporting for work no later than two (2) hours after the regular starting time of his work period or who fails to complete such work period on his last scheduled work day after the day of observance of a holiday shall not be eligible. This clause shall not apply if an employee furnishes satisfactory reasons.
59. Any employee who agreed to work on any such holiday and fails to do so shall not be eligible for any pay therefore, unless he furnishes to the Company, satisfactory reasons for his absence.

PAID PERSONAL HOLIDAYS:

60. Employees with one (1) or more years seniority, shall receive three (3) paid personal holidays in each contract year of this Agreement. Commencing April ~~1/96~~, there will be one (1) additional paid personal holiday for each eligible employee.

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

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

A minimum of thirty (30) working days must separate each personal day off.

A maximum of one (1) paid personal holiday may be used in the months of June and September, on each contract year by any employee.

Employees may take at their discretion any day as their personal day off, subject to the limits defined below.

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

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

If however, there are employees laid-off due to shortage of work, the Company has the ability to issue and designate paid personal holidays not taken within the proceeding month before the applicable contract year expires.

VACATION WITH PAY

61. All employees of the Company will receive vacations with pay as of July first (1st) of any year as follows:

- (a) Employees with less than one (1) year of service will receive a sum of four (4) percent to their gross earnings for the twelve (12) months immediately preceding July first (1st) of each year in question and seniority employees shall have the option of having one (1) week off, consistent with the provisions of paragraph 61 (d).

The Company shall also have the option of giving one (1) week off to those seniority employees not willing to exercise the above option. This will only apply when there are not non-seniority employees at work in the Plant.

- (b) Employees who have more than one (1) year of service will receive the vacations herein specified with pay at the percentage of the gross earnings for the twelve (12) months immediately preceding July first (1st) of any year as hereinafter designated, provided they have performed work for the Company for at least one thousand (1000) compensated hours during the qualifying year. Paid Union time, Personal Holidays (P.P.H.), Birthday and Statutory Holidays shall be considered compensated hours under this clause.

Time lost due to compensable injury to **be counted as time worked to a maximum of fifty-two (52) weeks.**

SERVICE AS OF JUNE 30

One (1) year but **less** than five (5) years
4% 10 days 80 hours

Five (5) years but **less** than ten (10) years
6% 15 days 120 hours

Ten (10) years but **less** than fifteen (15) years
8% 20 days 160 hours

Fifteen (15) years but **less** twenty (20) years
11% 25 days 200 hours

Twenty (20) years
but **less** than twenty-three (23) years
12% 25 days 200 hours

Twenty-three (23) years
but **less** than twenty-eight (28) years
13% 25 days 200 hours

Twenty-eight (28) years plus
14% 25 days 200 hours

Employees vacation pay will be based on the above schedule, with employees receiving whichever is the greater amount.

Employees who have worked less than one thousand (1000) compensated hours during the qualifying period shall receive vacation pay and time off entitlement on a pro rata basis of the above schedule, based on their seniority entitlement.

- (c) Any employee who service is terminated, shall receive vacation pay on a pro rata basis of the above schedule.

- (d) The Company may schedule vacations whether individually or in groups, or may at its discretion, stagger the vacation period or have a vacation period designated at one time in order to facilitate production, giving consideration wherever possible to the desires of the employees to be submitted to the Company in writing before May first (1st) of each year.
- (e) The Company agrees to give employees a thirty (30) day notice, if possible, re: their vacation schedule. This will include employees returning to work from S & A AND W.C.B.

This schedule will be posted on the Union bulletin board.
- (f) For any employee whose vacation is scheduled prior to the receipt of vacation pay, shall be paid a regular forty (40) hours pay for each week of vacation scheduled, providing they have worked enough hours to qualify. Any balance owing will be paid as indicated above.

SOCIAL SECURITY

62. The Company agrees to pay the full premium costs covering the following items for seniority employees and their eligible dependents shall include spouse or common-law spouse and the children of the employee and spouse.

- (a) **ACTIVE EMPLOYEES**

1. Ontario Health Insurance Plan
2. **GS Semi-Private Hospitalization Plan**
3. GS Drug Plan 3P, \$1.00 co-pay
4. GS Extended Health care Plan T-4 with MEDEX Deluxe Plan
5. GS Dental Plan 74 with \$1,700.00 Orthodontal
6. GS Vision Care Plan 7 - \$175.00 every 24 months
7. GS Audio Plan H-1
8. GS Nursing Home Plan P-7
9. GS Prosthetic Plan P-9
10. Life Insurance

Effective April 1/95	\$37,000.00
Effective April 1/96	\$38,000.00
Effective April 1/97	\$39,000.00
11. A.D. & D.

Effective April 1/95	\$19,000.00
Effective April 1/96	\$19,500.00
Effective April 1/97	\$20,000.00
12. Weekly Indemnity Insurance

The weekly indemnity for all eligible employees under the sickness and accident insurance shall be equal to sixty percent (60%) of weekly earnings subject to the U.I.C. maximum benefit, or \$474.00, whichever is greater.

Effective April 1/95	\$480.00
Effective April 1/96	\$485.00
Effective April 1/97	\$495.00

For a period of fifty-two (52) weeks such benefits will be payable on the first (1st) day of accident or hospitalization, out patient procedures, and the fourth (4th) day of sickness, for employees only.

The weekly benefit will be calculated and paid on the basis of a seven (7) calendar day week and the carrier will withhold ten percent (10%) for income tax purposes. The parties agree that where benefits are paid due to a motor vehicle accident and a claim is made against a third party, all benefits received under this Collective Agreement will be returned to the Company upon receipt of the insurance money covering full wages or if full wages are not received, sick and accident benefits will pick up the difference.

13. LONG TERM DISABILITY BENEFITS (LTD)

A plan will be established for seniority employees to age sixty-five (65), or applies for and receive Company Disability Retirement Benefits, commencing on or after April 1/95, providing a disability benefit of one thousand and thirty-three dollars (\$1,033.00) per month. Effective April 1/97, benefit will be one thousand, one hundred and thirty-three dollars (\$1,133.00) per month.

Such benefit to commence after receipt of fifty-two (52) weeks of Weekly Indemnity benefits or exhaustion of tem-

porary total Workers Compensation benefits.

An eligible employee for this benefit must be totally and permanently disabled from performing his regular job and must be unable to perform any and every duty of an occupation for which the employee may be suited by training, education or experience.

Employees qualifying for LTD with more than one (1) year of seniority shall have the insurance outlined in Clause 64 (a) continued in force for not less than one hundred and four (104) weeks.

Employees qualifying for LTD shall be covered by Life Insurance at the rate in effect in Clause 62 (a) on the date they qualified for LTD until they reach age sixty-five (65) or qualify for the company retirement plan.

Such benefits shall be unreduced by any monies received from the Canada Pension Plan or any other source of benefit or income.

The Company and Union agree that the Plant Chairman will, during the time allowed him for Union Business, cooperate with the Company in the administration and processing of pending benefit claims to ensure the proper use of such benefit plans.

63. In the event of a layoff, leave of absence or any interruption of employment, for reasons

the case of a notice under Section 45 of the Labour Relations Act, has received such notice, and conciliation services have been granted and seven (7) days have elapsed after the report of the Conciliation Board or the mediator has been released by the Minister to the parties of fourteen (14) days have elapsed after the Minister has informed the parties that he does not deem advisable to appoint a Conciliation Board.

66. This Agreement and its terms shall be binding upon the Union and the Company and will be binding upon the said Company in the event that the Company alters the location of its plant and/or operations elsewhere.
67. Company to institute Credit Union check-off in accordance with normal Motorco 3 (Windsor) Credit Union limited procedures.

SWING SHIFT:

68. The Company agrees to swing the shifts every two (2) weeks. Shift changes shall be posted by 11:30 am on the Thursday prior to change.

PENSION PLAN:

69. Company and Union agree to the following amendments to the Pension Plan:
BASIC PENSION BENEFIT
 - (a) For those retiring on and after April 1/95
\$30.00 per month

(b) For those retiring on and after April 1/96
\$31.00 per month

(c) For those retiring on and after April 1/97
\$33.50 per month

SUPPLEMENTARY PENSION BENEFIT

From age fifty-five (55) to age sixty-five (65)

(a) For those retiring on and after April 1/95
\$18.50 per month to a maximum of thirty (30)
years

(b) For those retiring on and after April 1/96
\$19.00 per month to a maximum of thirty (30)
years

SPECIAL SUPPLEMENTARY BENEFIT

From age fifty-five (55) to age sixty (60)

(a) For those retiring on and after April 1/95
\$10.00 per month to a maximum of thirty (30)
years

(b) For those retiring on and after April 1/96
\$11.00 per month to a maximum of thirty (30)
years

(c) For those retiring on and after April 1/97
\$12.00 per month to a maximum of thirty (30)
years

EARLY RETIREMENT

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

DISABILITY RETIREMENT ELIGIBILITY

Eligibility with ten (10) years employment at
any age.

VESTING ELIGIBILITY

To the Pension Benefits Act of Ontario

PRESENT RETIREES

Employees retiring before April 1/95, increase basic benefit by \$0.75 per month times years of service, effective April 1/95.

Employees retiring before April 1/97, increase basic benefit \$1.25 per month times years of service, effective April 1/97.

LIFE INSURANCE

- (1) Amend Article XVIII of Pension Plan - Life Insurance Coverage for retired employees to provide \$9,000.00 free life insurance for the lives of retired employees effective April 1/95.
- (2) All employees who opt to retire early shall be covered by the Life Insurance as stated in Clause 62 (a) until they reach the age of sixty-five (65).

CREDIT SERVICE

Amend Article IX of Pension Plan - credited service to provide that credited service shall include all time spent in receipt of sickness and accident benefits up to forty **(40)** hours per week, and up to one thousand and seven hundred (1,700) hours in a year provided the employee has compensated hours in that year **of** at least one hundred and seventy (170) hours.

TRANSITIONAL SURVIVOR BENEFITS

In the event of the death **of** an employee, who is on the seniority list and who is vested, his surviving spouse shall receive sixty-five percent (65%) of the employees accrued

pension benefit at the time of death, assuming **his retirement at age fifty-five (55)**, payable when said employee would have reached the age of fifty-five (55).

In the event of the death of an active employee with ten (10) or more years of seniority, the spouse and eligible dependents will be covered by all benefits as set out in Article 64 (b) of the Collective Agreement until the spouse remarries or no longer requires the coverage, whichever is earlier. Said spouse and dependents will be required to verify their entitlement to receive these benefits at least once per year.

SUB:

70. **As** agreed to between the Union and the Company.

JURY DUTY AND CROWN WITNESS PAY

71. (a) Any seniority employee who is called to and reports for jury duty or *is* subpoenaed and acts as a Crown Witness shall be paid the difference between the amount paid by the Court for such jury duty or witness fee and the amount he would normally have earned at his basic hourly rate for work scheduled by the Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of **sixty** (60) days in any calendar year.

(b) The Company agrees, any Committee person subpoenaed to Court in regard

to the Collective Agreement, will not suffer any **loss** of income or benefits to a maximum of eight **(8)** hours per day.

BEREAVEMENT

72. In the event of a death in an employee's family, the employee shall be granted three (3) consecutively scheduled working days leave of absence with pay (exclusive of Saturdays, Sundays and Paid Holidays) to attend the funeral provided the employee was otherwise scheduled to work.

The family shall be inclusive of mother, father, sister, brother, spouse or common law spouse, children, step-child, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, grandmother of spouse or grandfather of spouse.

In the event of a death of an employee's spouse or common-law spouse, child, step-child, parent or step-parent, brother or sister, the employee shall be granted two (2) additional days leave of absence under the above noted terms.

To qualify for the above bereavement leave with pay the employee must attend the funeral. In cases, where the employee can not attend the funeral, they shall receive a one (1) working day leave of absence with pay, except as provided below, if such request is submitted to the Company prior to the funeral.

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

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

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

An employee shall not be deemed or considered eligible while on Workers' Compensation benefits for Total Disability, Sickness and Accident Insurance Plan or Long Term Disability Plan.

Exception will be made, when such leave of absence or vacation is taken expressly for the purpose of bereavement.

COST OF LIVING ALLOWANCE:

73. SECTION 1

In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a Cost-Of-Living Allowance shall be paid to each employee based on the following:

- (a) Effective April 1/95, fifty-four cents (\$0.54) will be folded into the wages of

all classifications itemized in this Agreement and the Cost of Living Allowance shall be five (5) cents.

- (b) Cost of Living shall be calculated quarterly and paid weekly on the following basis commencing in April 1/95.
- (c) Cost adjustments will be on a quarterly basis in the months of April, July, October and January, based on the Consumer Price Index for the previous month, and commencing with the first pay period after the Consumer Price Index for the previous month is officially published with one cent (\$0.01) adjustment for each .1266 change in the index.
- (d) The base figure shall be 174.2 (1981=100) and the float will be five cents (\$0.05).
- (e) For each .1266 (1981=100) increase or decrease in the Cost of Living Index published for that calculation month, an adjustment of one cent (\$0.01) upward or downward in the Cost-Of-Living Allowance shall be made and paid weekly until the next calculation period.
- (f) In no event shall a decrease in the Consumer Price Index (Statistics Canada) below the base figure in (d) above provide a basis for a reduction in the classification wage schedule in this Agreement.
- (g) The Union and the Company agree that should there be any revision of the Cost-

Of-Living Index published by Statistics Canada (1981=100) the Union and the Company will negotiate the manner in which the revised Index will apply to wages. However, in no event will the revised Index generate less than that which would have been generated under the 1981=100 (Statistics Canada) .1266 = 1 cent index.

- (h) The amount of any Cost-Of-Living Allowance in effect at the time shall be included in computing overtime pay, holiday pay, call-back pay and vacation pay.
- (i) In addition, it is agreed that the Cost-Of-Living shall be paid for hours for which an employee is compensated by the Company thereby excluding Workers Compensation, Sickness and Accident benefits and Long Term Disability.
- (j) No adjustment retro-active or otherwise shall be made due to any revision that later may be made in the published figures for the Consumer Price Index for any month on the basis which the allowance has been determined.

JOB CLASSIFICATIONS:

74. ARC AND ACETYLENE:

(MAINTENANCE AND TOOL & DIE)

To be classified in this occupation an employee must pass a certified Canadian government welding test.

AUTO MECHANIC:

To be classified in this occupation an employee must have a Government Class "A" certificate.

**TOOL MACHINE OPERATOR:
(ALL AROUND)**

To be classified in this occupation an employee must be able, discharge responsibility and be able to operate all machines in his jurisdiction.

MACHINE REPAIR:

Is an employee who can perform and instruct the erection, dismantling, repair and rebuilding of all types of capital equipment without instruction.

DIE SETTER:

Is an employee that can set-up all presses and dies to tryout and produce a production quality part.

DIE SETTER TRAINEE:

Is an employee who works within this classification for a period of twelve (12) months as a training period.

If an employee goes to the Die Setter Trainee category he will remain at his present category rate of pay for six (6) months. After he has worked for six (6) months in this category he will receive a pay increase equal to one-half (1/2) the difference of his category rate to the prevailing rate of pay within the Die Setter category and he will receive an

additional increase in pay of one-half (1/2) of the original difference in pay for each six (6) months thereafter until he attains the full pay of the Die Setter category prevailing in accordance with the pay schedule.

PRODUCTION LEADER - GROUP II:

The Production Leader leads a group of employees. He performs the regular duties of the group and in addition assigns work to the individuals under his direction. He reports directly to the supervisor of the department and will not be involved with the separation, or formal disciplinary procedures of the Company. He shall be subject to all terms of the Agreement. A leader may only do set-up work and maintenance on welders, assembly testing and production equipment, excluding die set-up work.

75. WAGES:

Employee Classifications	April 1/95	April 1/96	April 1/97
GROUP I - SKILLED TRADES			
Maintenance Leader	22.04	22.39	22.74
Arc & Acetylene Welder	21.99	22.34	22.69
Auto Mechanic	21.99	22.34	22.69
Tool Mechanic Operator (A/R)	21.99	22.34	22.69
Machine Repair "A"	21.94	22.29	22.64
GROUP II - SEMI-SKILLED			
Production Leader	20.94	21.29	21.59
Die Setter	20.79	21.14	21.44
Repair Welder	20.27	20.62	20.92
Pollution Control	20.07	20.42	20.72
Lubricator	20.07	20.42	20.72
PRODUCTION EMPLOYEES			

GROUP III - OCCUPATIONAL

Truck Driver	20.17	20.52	20.82
First Aid and Tool Crib	20.12	20.47	20.77
Automatic Press	20.07	20.42	20.72
Large Press Operator	20.07	20.42	20.72
Jitney Operator	20.07	20.42	20.72
Checker Oil Pan	20.02	20.37	20.67
Production Welder	20.02	20.37	20.67
Crane Operator	20.02	20.37	20.67
Small Press Operator	19.97	20.32	20.62
Torch Solderer	19.97	20.32	20.62
Labourer - General Help	19.93	20.28	20.58
Janitor	19.93	20.28	20.58

Starting rates for new employees in Groups II and III hired on or after April 1/95 shall be as follows:

Start to 52 Weeks	80% of base wage
53 to 78 weeks	90% of base wage
79 to 104 weeks	95% of base wage
After 104 weeks	100% of base wage

Base wage shall mean the rate for classification in which they are working plus any applicable C.O.L.A.

- (a) An employee temporarily transferred to the classification of truck driver for a period not to exceed ten (10) consecutive working days shall retain the wage rate of his regular classification.
- (b) Any employee in charge of the compressor on the shift he is working shall receive ten cents (\$0.10) per hour in addition to his normal hourly rate.
- (c) All automatic press operators that do all

or part of the set-up work on their machines, shall be paid the same rate as a set-up man for the period of time they perform set-up work.

76. TEMPORARY PART TIME EMPLOYEES:

The Company will be permitted to hire additional personnel to fill in for seniority employees who are absent due to the following reasons:

- (a) Absence due to Sickness and Accident, WCB
- (b) Paid Personal Holidays
- (c) Leaves of Absence
- (d) Birthdays
- (e) Vacations

Such additional employees shall be classified as Temporary Part Time (TPT) and will not be permitted to gain seniority status, notwithstanding the provisions of Article 23.

TPT employees shall be required to pay Union dues and initiation fees each month according to the Union constitution.

TPT employees shall be eligible to be paid overtime rates in accordance with the overtime provisions of the Collective Agreement.

TPT employees shall only be paid for the periods for which they work.

TPT employees may not work if seniority employees are on layoff.

TPT employees will be limited in number to that of the seniority employees absent from

work unless mutually agreed to by the parties.

TPT employees shall be the first employees to be sent home **if** a work shortage occurs.

TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, grievance procedures, social security and wage provisions of this Agreement.

TPT employees shall receive an hourly rate of eighty per cent (80%) of the base rate per hour and shall be eligible for C.O.L.A. and shift premium.

TPT employees shall not be eligible to submit a grievance under the terms of this Agreement.

A TPT employee shall not work more than twelve hundred (1200) hours per calendar year.

A TPT employee will not work overtime until all seniority employees have been asked to work.

TPT employees may only work to a maximum of twenty-four (**24**) hours per week with the exception of periods worked as vacation replacement.

The Company agrees to supply the Union a list of TPT employees and the names of the employees absent per Article 76 on a weekly basis.

The use of TPT's will be limited to replacement of Group III employees. Absences per Article 76 in Group II, when filled by a next-in-line employee, from Group III, shall be

considered an absence in Group III and a TPT may be used to fill-in for the Group III employees.

77. TERMINATION CLAUSE:



This Agreement shall remain in effect until April 1/98 unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in effect for a further one (1) year period without change, and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate this Agreement shall only be given during the period of not more than ninety (90) days and no less than seventy-five (75) days prior to the anniversary date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations, and negotiations shall not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

78. During any period of negotiations for the renewal of a Collective Agreement, terms and conditions of this Agreement shall remain in full force and effect.

**THIS AGREEMENT is hereby duly
executed by the said parties this first
day of April, 1995**

FOR:

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**

John A. Rodzik	Chief Operating Officer
Jeanine Watt	Corporate Personnel Manager
Ray Gignac	Plant Manager

FOR:

**NATIONAL AUTOMOBILE,
AEROSPACE TRANSPORTATION AND
GENERAL WORKERS OF
CANADA (C.A.W.)**

Debbie Fields	National Representative C.A.W.
Kirk Lozon	Plant Chairman
Herman Marlovits	Vice-chairman
Phil Van Lare	Recording Secretary
Calvin Heincke	Negotiating Committee
Fred Lamont	2nd Vice President Local 195

LETTER OF UNDERSTANDING

February 23/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

This is to confirm the parties agreement that letters appended to the Collective Agreement form part of the Collective Agreement.

Yours Very Truly,

National **Auto** Radiator Manufacturing
Company Limited
Ray Gignac
Plant Manager

AGREED TO FEBRUARY 23/95
THE COMPANY: RAY GIGNAC
THE UNION: KIRK LOZON

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Employee Call In Procedure

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company will install a separate telephone line for all employees to report their absence to the Personnel Department.

In order to reduce the need to move employees from their initial job assignments and to ensure prompt start ups, all employees who will be absent are to notify the Company at least fifteen (15) minutes before the beginning of their shift, if possible.

This telephone number will be 972-2386.

Employees are to provide the following information when calling:

NAME
BADGE NUMBER
DEPARTMENT
SUPERVISORS NAME
REASON FOR ABSENCE
EXPECTED DATE OF RETURN

All telephone messages are recorded and will be kept in the Personnel Office.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Employee Identification Badges

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It is agreed and understood that employees of the Company who forget their identification badge will be clocked in by their supervisor to a maximum of three (3) times per calendar year.

Employees who have lost their identification badge will be required to have it replaced by the Company at their expense. The cost of such replacement will be ten dollars (\$10) which will cover the entire cost of badge and will be deducted from the employees' pay.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Workers Compensation Claims and S&A Benefits

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

If the Company puts in an objection to the Workers Compensation Board that a claim for compensation is not proper, the Company will allow the employee to file a claim for Sickness and Accident benefits, with a waiver from the employee that if the compensation claim is allowed, all Sickness and Accident benefits paid to the employee will be repaid by the employee to the insurance carrier.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Paid Education Leave Contributions

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to pay quarterly the one cent (\$0.01) per hour for all compensated hours of work to the National Union, C.A.W., Paid Education Leave Fund, P.O. **Box** 897, Port Elgin, Ontario **NCH 2C0** as requested for the purpose of providing a trust fund for Paid Educational Leave.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Casual Help

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Students employed by the Company to perform casual duties in the Plant will not perform bargaining unit work as it related to sweeping and housekeeping, normally performed by the bargaining unit personnel.

The Students are allowed to paint machinery, building, attend to the landscape and other duties not performed by the bargaining unit.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Steady Shift For Schooling and Personal Reasons

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Employees with one (1) or more years of seniority, who desire to further their education may make an application to the Personnel Department to go on either steady day shift or steady afternoon shift for the length of such education.

Approval for such change shall be conditional on the following:

- (i) Thirty (30) days prior notice in writing stating: course name, educational facility, starting date and duration of course.
- (ii) Employee provides evidence of acceptance to education program within five (5) days of the start of their course.
- (iii) Employee finds someone to switch shifts, who is in the same classification, performing similar work and who is willing and able;
- (iv) That no more than ten (10) employees will be allowed to exercise the above clause at the same time;
- (v) If an employee fails to attend, discontinues the course, or fails to pass the course they are enrolled in, the said employee will not be able to exercise this clause for a period of one (1) year.

The employee must be required to attend school at least two (2) days per week to be eligible for this arrangement.

Employees who attend class one (1) day per week will only be allowed to change shifts for the day on which their class occurs.

Employees who request steady shift for schooling or for any

other personal reason shall maintain their classification, but will have no claim to exercise their seniority in a department, and will be used as a floater.

Should it be necessary to have a reduction in the classification it shall be the most junior man in the classification on that shift who is demoted, as per the Collective Agreement.

Employees who have elected to work on a steady shift shall be credited with the highest overtime hours in the classification to which he is assigned every four (4) weeks while on that steady shift.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Die Setter Trainee

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

A Die-Setter Trainee will be interviewed on a monthly basis, to be briefed on his progress in the die-setter trainee classification.

If the trainee's progress is unsatisfactory or lacking in any area of performance, it will be brought to his attention at the interview.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Third Shift Staffing

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that should it be necessary to work a partial third shift, that this shift only will work on a straight eight (8) hour schedule.

This schedule will include a twenty (20) minute paid lunch, two (2) ten (10) minute rest periods and no wash-up time.

The working hours will be scheduled to end at the beginning of the day shift.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Coveralls

Feb. 8/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company will endeavor to retain an adequate supply of coveralls for bargaining unit employees who are entitled to have such apparel issued to them.

The Company supply of coveralls will be based on a pair in-pair out system, when a pair is returned because they are dirty, soiled or damaged, by the returning employee.

Employees may designate if they wish to have any of their issued coveralls be short sleeved.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: New Hires

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Union shall be allowed to meet with new employees as they are hired and before they receive their respective I.D. cards, to explain their status up to achieving seniority and to present the employee with the Union, new member orientation material.

The above meeting will be conducted by one of the following:
Plant Chairman, Vice-chairman or Recording Secretary, during their respective representation time as outlined in clause 11 (d) and 11 (e) of the Collective Agreement.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Reports From Company

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company will supply to the Union, as they are received, Trust **Reports** and Statements on the SUB and Pension Trust Fund reports annually.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Employee Rehabilitation

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company, during the terms of the Agreement, will continue with its drug and alcohol abuse rehabilitation program, as in the past.

Should one of our employees need or request assistance in regard to a program of rehabilitation, in this regard, the Company will be receptive to attempt cooperation between the Union and the Company in aiding its employees, as it has in the past.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Job Postings

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that in applying the interpretation of Article 37 (g), that all people who have posted for positions that are to be filled temporarily shall be those persons on record with the Company on a list agreed to between the parties.

In the event of future postings for permanent positions the present list will be cancelled and a new list agreed from current applicants.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Use of Jitney Driver

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to use jitney drivers, whenever possible, to change dies on a complete production line of more than four **(4)** dies in all departments when a jitney is required.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Returning Employees for Disability

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to cooperate with the Union, when a long term employee has been off work due to a prolonged absence caused by illness or accident, may **be** re-instated without **loss** of seniority, if the employee becomes willing and able to perform work that is available. It is further agreed, medical proof must be submitted by the doctor of the employee, validating the employee is physically fit to return to work. The Company may request the employee be examined by a doctor of their choice, prior to **his** return to work.

The Company in determining the work that the employee is capable of performing will discuss the available work with the employee and the Union. The employee's entitlement to continuation of benefits, as outlined in Clause 64 (a) of the Collective Agreement, will be re-instated upon the first day of the month immediately following his return. If the employee goes off work again before completing two (2) full months of active work employment, the Company shall be entitled to terminate these benefits.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: First Aid Tool Crib - Third Shift

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that when a third shift is scheduled utilizing a First Aid/Tool Crib Attendant, the First Aid/Tool Crib Attendant on all three (3) shifts will go on a straight eight (8) hour work schedule.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Holiday Pay Qualification • Clause 57

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Employees absent due to vacations or leave of absences, shall be considered qualified for paid holiday pay if absence the day before or the day after a paid holiday because of such absence due to vacation or leave of absence approved by the Company and shall have his holiday pay processed for such payment.

Should the employee fail to qualify for the holiday pay by being absent without approval on the next scheduled day of work subsequent to his approved leave or expiry of his vacation period, then the Company shall be entitled to recover the payment made for the paid holiday unless the employee furnishes a satisfactory reason for his absence on the next scheduled working day which he should have returned on.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Lead Testing

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Whenever the Company requests a lead test be done, to employees, it will **be** performed during the employee's regular working hours.

Respectfully **Yours,**

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Spare Man Die Setter

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It is understood in applying Article 37 (g) that the spare man being used to help set dies will be paid at the Die Setter Trainee rate. During this time his hours worked will be accumulated and credited to his training required hours when he receives a permanent classification posting in the Die Setter Trainee classification, through for normal job posting procedure outlined in Article 37 of the Collective Agreement.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Large Press Operator

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

A Large Press Operator is responsible for line flow. It is the Lead Operator in a line of four (4) or more presses or operations, restrike and pre-draw operations in oil pan lines. Exception will be made, to include, Transmat operations which are manually fed and controlled by the operator.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Midnight Shift Requests

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company shall attempt to cooperate with the Union in dealing with midnight shift requests where possible with consideration for seniority and classification.

It is agreed that if an employee in any classification requests any shift he will automatically be credited with the maximum overtime hours in his classification for balancing purposes and recording to Article 45.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Supervision Working

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It has been discussed during the 1989 negotiations the question of supervision working.

In those rare situations where it is necessary for a Supervisor to perform work normally performed by a member of the bargaining unit, including experimental work, the Supervisor shall have an hourly employee of an appropriate classification standing by. The employee **must** not be performing other work nearby or acting as a runner or helper while the Supervisor does the work. He must be standing beside the Supervisor at all times while the Supervisor is working.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Lunch Hour Clocking Out

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Any employees leaving the Company buildings at lunch time must clock out his I.D. card prior to leaving the buildings and clock in his card upon returning. Employees may clock out during the five (5) minute wash-up period after the first buzzer. Any employees found leaving their work station prior to the first buzzer will be subject to the terms of the Collective Agreement.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Vacation Scheduling

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

The Company, shall wherever possible, give consideration to vacation request by seniority, within classifications, while maintaining their management obligations.

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

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: First Aid Certification

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Paved Parking Lot

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide a paved parking facility for use of its hourly employees.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Common Law Spouse

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

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

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Payment of Wages

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to endeavor to provide the previous weeks' payroll cheques to the employees of each shift prior to the commencement of their recognized lunch period.

If any abuse of this arrangement is encountered, the Company reserves the right to cancel the payment until after the lunch period.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Use of industrial Nurse

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

During the recent negotiations considerable discussion took place regarding the use of professional nursing staff to handle the first aid responsibilities for the plant.

The parties agree should the services of a Registered Industrial Nurse be acquired, that the first aid duties of the Crib Attendant will be removed during regular working hours.

The Company agrees to re-instate the first aid responsibilities to the hourly bargaining unit should the services of a Crib Attendant no longer be required.

When fifteen (15) or more employees are to work overtime in the plant, the First Aid and Tool Crib Attendant on that shift will be one of the employees so scheduled to work.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: New Technology

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

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

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Ventilation and Heating

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company will endeavor to maintain adequate ventilation and heating within the manufacturing areas.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Payment of Sickness and Accident Benefits

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that in the event of non-payment of a Weekly Indemnity claim (S&A), the Company agrees to pay the Weekly Indemnity benefit as defined in Clause 62 (a) (12) in the event of a disputed claim (by the Company), three (3) calendar weeks after the receipt of the completed claim form, if requested by the employee.

If a claim is denied, then the Company has the right to reimburse itself for monies advanced from the employee's future wages.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Steady Day Shift - Group III Only

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Whenever the Company deems it necessary to assign employees to a steady day shift, preference will be given to the highest seniority employees.

Employees will apply to have their names put on a list which will be created in April after the ratification of each contract.

Employees who request to have their name removed from this list, or who refuse a move to a steady shift, will not be able to re-apply until the next posting period.

Employees opting to take steady days will be assigned to the department where the steady shifts are to be worked, and will have departmental seniority in the new department.

When the Company decides it no longer requires a steady day shift, those employees will be assigned by the Company to a rotating shift within their classification in the department where the openings exist.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Departmentalization

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company can agree to combine the current departments
H&I, into one new department.

The Company also agrees to combine the current departments
J&K, into one new department.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Employee Pay **Stubs**

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that the Company will show year to date information on employee pay **stubs**.

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

Quarterly statements will no longer be issued.

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

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Employee Relief

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

In the course of negotiations, there was discussion of providing relief for employees.

The Company agrees to co-operate with the Union to ensure that adequate relief is available for all employees requiring it.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Computer - Union Office

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that a computer terminal will be provided for use of the Union Committee to view employee addresses and phone numbers, and overtime and attendance records.

This terminal will be provided within six (6) months of the effective date of the Collective Agreement.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Work Area - Safety Committee

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide a private work area with a phone and lockable filing cabinet for use of the Union Health and Safety Committee.

This area shall be provided within six **(6)** months of the effective date of the Collective Agreement.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Spray Painter

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

It was agreed in negotiations that the classification of Spray Painter will be reinstated in the Collective Agreement should this job become available in the plant again.

It will be filled by employees currently on list, and if they are unavailable, by a posting and paid at a rate of pay equivalent to that of an Oil Pan Checker.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Last Day Before Christmas

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

Payment shall be for the hours worked

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Overtime

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

In negotiation there was extensive discussion of voluntary overtime and the need for the Company to be able to react to customer requirements needs and changes in a prompt manner.

The Union committed that it would, in the eventuality that the Company could not secure an adequate number of volunteers, make every effort to convince the required employees to report for work at the times requested.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Die Setter Training

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Die Setters who meet prerequisite skills as determined by the Company and who are willing to take the training program, shall be instructed in the operation and teaching of robotic equipment.

Due to the nature of this training, it is agreed that not all employees in this classification will be included in this program.

Nothing in this agreement shall limit the right of supervision or the Company to continue to work with robotic equipment as is our present practice.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Insurance Plans

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide the Union with copies of all benefit and insurance policies as presented, in 1992 negotiations after ratification of the Collective Agreement.

The Company will also provide copies of all amendments to these policies as they are updated in accordance with the Collective Agreement.

Such insurance documents do not form part of Collective Agreement.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Lockers

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide lockers to all employees. Such lockers shall be assigned and placed in areas designated by the employer.

All existing personal lockers shall be removed from the Plant.

Such lockers will be provided to employees within nine (9) months of the effective date of this Collective Agreement.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Access to OT Records

June 30/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that the shop floor computers will allow the employees access to a report showing overtime hours of the membership. Because of the time needed to be sure this report is available without invading the privacy of the other members' record, the Company agrees this system will be implemented six **(6)** months after April 1/95.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Sub

Feb. 6/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

1. The employee must provide the Company with proof that he has registered for Unemployment Insurance benefits.
2. Two (2) weeks after the employee has provided proof of registration, the Company shall pay the employee the Sub benefits the employee would have received in accordance with the plan if the U.I. benefits had also been received and shall, thereafter, provide such benefit weekly. Where the employee provides evidence it is a re-opened claim the employee will immediately be eligible for the benefit and will not have to wait the two (2) weeks.
3. The employee must fill out the Sub application form as they normally do and must provide the Company with their Unemployment Insurance stubs as soon as they are available.
4. The Company will only be obligated to pay the benefit set out in paragraphs 2 above to a maximum of four (4) weeks without receiving cheque stubs to cover the weeks paid and those that will become payable.
5. If the employee fails to qualify for U.I. benefits and consequently for Sub benefits or if it is found that the Company has overpaid Sub benefits, the Company may adjust

future Sub cheques to recover the amount or may deduct such amounts overpaid from any monies which may become due to the employee from the company. If the Company is unable to recover overpayments within six (6) months by such means the overpayment shall become a debt due to the Company which may be recovered by the Company against the employee.

6. Prior to receiving benefits under this letter the employee will be required to sign a letter agreeing to the above terms and also allowing UIC to release information to the Company regarding the employee.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

TO: NATIONALAUTO RADIATOR

This will certify that _____ applied for unemployment insurance benefits on _____, 19 _____.
This is/is not a reopened claim.

UIC Officer

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Disputed Weekly Indemnity and L.T.D. Claims

Feb. 27/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

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

1. In the event a claim is denied and the Union disputes the denial, the employee shall sign a waiver form allowing the Union and the Company the opportunity of receiving and reviewing all documentation necessary for the proper consideration of the claim.
2. The Union, Company and the employee shall cooperate to ensure that all parties are given full disclosure of all facts and opinions relevant to any claim for benefits.
3. All claims for benefits shall be submitted through the Company.
4. In the event the claim is denied, the Company shall request from the carrier all documentation upon which it relied upon in denying the claim and to provide copies of the same to the Union.
5. If the claim cannot be resolved to the satisfaction of all parties, the Company will arrange for a medical examination by a duly qualified physician or specialist and shall submit any report received to the carrier, with a copy to the Union and the employee.

6. In the event the eligibility for benefits cannot be resolved, the matter may be referred to arbitration in accordance with the contract. The evidence of the Union at the arbitration hearing shall be limited to that provided to the Company at the time a final decision to deny benefits was made, prior to arbitration, or documentation obtained under subpoena from the carrier.
7. In the event the Union is successful at arbitration, the Company will instruct the carrier to pay in accordance with the terms and provisions of the policy.
8. The employee must remain qualified under the terms of the policy.
9. Any changes made by the Company to the present coverages afforded by the policy may be subject to the arbitration procedure.
10. The employee and the Union agree to cooperate with the Company in any litigation or other proceedings against the Insurer which may be taken by the Company. The employee and the Union agree to fully disclose any information necessary to assist the Company in any such proceedings.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Ventilation

Feb. 8/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that it will endeavor to improve the ventilation in the weld area of the "B" pillar assembly and the weld area of the tool room.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Lubrication Position

Jan. 24/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

At the bargaining table the parties discussed changing the name of the "Grease-man" classification to "Lubricator."

It was agreed that the change is a name change only and there will not be any change in the job duties or responsibilities currently performed by the Grease-man.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Microwaves

April 1/92

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that in April 1995 the Company will purchase two (2) microwave ovens for use in the employee lunchroom.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Posting for First Aid and Tool Crib Vacancy

April 1/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Should it become necessary to post for a First Aid and Tool Crib vacancy, the Company will, if necessary, allow the successful applicant thirty (30) days after being notified that he is the successful applicant to obtain his Standard First Aid Certification.

Until the successful applicant has obtained his certification the position will be filled by the next person on the next in line list and the successful applicant will not receive the wages of the First Aid and Tool Crib until he is certified.

However, nothing in this letter shall detract from management rights contained in Article 37 to determine the successful applicant for the position.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Discipline Records

Feb. 6/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The parties have agreed that on April 1/95 all demerit slips on the employee's records as of that date will be removed from their records.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Pay **Telephones**

Feb. 8/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that it will request that Bell Canada provide a pay telephone for use in the employee lunchroom. However, the Company takes no responsibility for such installation and **Bell** Canada has the right to remove such telephone if not profitable to **Bell** Canada.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Life Insurance

March 8/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that eligible employees absent on Weekly Indemnity or WCB will be entitled to the increases in the Life Insurance as specified in Article 62 (a) for each year they are off. The life insurance benefit payable will be the benefit rate as specified in Article 62 (a) for the year the death occurs.

Because of the waiver premiums, the Company is unable to do this with persons receiving LTD benefits. They will receive the life insurance which was in effect on the date the waiver began.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Smoking Areas

March 10/95

Mr. Kirk Lozon
Union Chairman
National **Auto** Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

1. Existing areas between two buildings:
 - will have ground gravelled
 - benches provided
 - roof cover

2. Two new areas will have:
 - closed in area approximately (10' x 15') and the other (10' x 25')
 - it will have windows to open
 - the enclosure will also have exhaust fan and heater
 - picnic tables will also be provided outside area for lunches

Respectfully Yours,

National **Auto** Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Gate

March 8/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

The parties agree no employees will be allowed to enter by security office on Riberdy Road, including electricians, guard will allow late arriving employees to enter normal employee entrance on Airport Road.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Canada Day Holiday 1995, 1996, 1997

April 1/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

In the event that the Government designates a date different from that set out in the Collective Agreement for the observance of the Canada Day Holiday, the parties will meet to discuss what day the holiday will be observed on, taking into account customer requirements and local custom.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Pension

March 7/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Parties agree as follows:

1. The date of determination of the rate of pension shall be the rate in effect on the date of the employee's **last** day of work at National Auto Radiator with the following exceptions:

- (i) Employees who, after their last day worked, were unable to work at National Auto Radiator due to sickness or accident for which they collected benefits from S&A or LTD or from any company sponsored plan; and,
- (ii) Employees who, after their last day worked, were unable to return to work at National Auto Radiator due to an accident which occurred at National **Auto** Radiator and for which they collected WCB benefits.

The date of determination of the rate of pension for the employees noted as exceptions in (i) and (ii) above shall be either the rate which is in effect on the day they retire or the rate which is in effect on the day they lose their seniority, whichever is first.

Respectfully Yours,
National **Auto** Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Disability Pension

March 10/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

Employees who are collecting disability pensions shall also be entitled to receive both the supplementary and special supplementary pension benefits commencing at the age of 55 and in accordance with the provisions of the Collective Agreement.

The Company shall instruct the pension plan actuaries to rewrite the pension plan document to incorporate all changes.

Respectfully Yours,

National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES:

RE: Early Retirement Due to Occupational Disability

March 22/95

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing Company Limited
Windsor, Ontario

Dear Sir:

An employee who has completed twenty (20) years of credited service and who becomes permanently disabled and for whom the Company has no suitable work will be granted the right to retire early unreduced at age 55, as long as the employee's age and credited service totals eighty (80).

If the employee's age and credited service is less than eighty (80) at the time he elects under this provision, then his entitlement will be reduced as provided for currently under regulation 8503 (3)(c) of the Income Tax Act.

The employee will not accumulate credits from the date WCB consider him for future economic loss.

The present clause of disability retirement on page 44 to remain the same.

Definition for "Occupational Disability" - prevents a participant from engaging in any occupation or employment with the Company.

The Company reserves the right to medically verify that an applicant fulfills the requirements of this section.

Respectfully Yours,
National Auto Radiator Manufacturing Company Limited
Ray Gignac
Plant Manager