

AGREEMENT

between

DURA
BRACEBRIDGE, ONTARIO

and

CAW  **TCA**

CANADA

**National Automobile, Aerospace, Transportation
And General Workers Union of Canada (C.A.W.)
And its Local 81**

Effective

JUNE 10TH, 2001 through to JUNE 9TH, 2004

Rev. 07/13/01

02020(06)

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*All reference to Bargaining Unit membership
will be gender neutral*

MEMORANDUM OF AGREEMENT entered into on the **4th day of April 2001** between **DURA AUTOMOTIVE SYSTEMS - BRACEBRIDGE**, hereinafter called the "Company" and **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION, AND GENERAL WORKERS OF CANADA (CAW)**, hereinafter called the "UNION" and its Local 61.

WITNESSETH

ARTICLE 1

PURPOSE

1.01 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.

ARTICLE 2

NO STRIKES OR LOCKOUTS

2:01 The Company agrees that it will not lock out its employees during the term of this Collective Agreement. The Union and the employees agree that there will be no strike during the term of this Agreement.

The word "strike" and the word "lockout" shall have the meaning given in the Labour Relations Act, Ontario.

2:02 The Union agrees that should any strike or walkout action be taken by its members, the Union through its Local Union officers, will instruct the members who participate in such action to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.

ARTICLE 3

RECOGNITION

3:01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the company at its Bracebridge plant, save and except Team Leaders, persons above the rank of Team Leader and office staff.

ARTICLE 4

TEAM LEADERS

4:01 Employees not subject to the provisions of this contract shall not be assigned, or perform work normally performed by members of the Bargaining Unit, except that Team Leaders, SBU Managers and/or other salaried employees may perform such work, provided they have the approval of the Plant Manager or his/her designate, in the following situations:

1. In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruptions of operations; or

2. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

The Steward or Committeeperson shall be informed when Bargaining Unit work is to be performed by non-Bargaining Unit employees subject to the above.

- 4:02 The Company will deliver to the Chairperson of the Union Committee, each four months, a list of Team Leaders and other personnel the Company may designate as supervision, complete with titles.
 1. Whenever possible, changes in an employee's work assignment will be directed through the department Team Leader.
- 4:03 The Company will provide the CAW, through its Local, a name and address list of all seniority Bargaining Unit employees twice a year, or as otherwise requested.

ARTICLE 5

WORKPLACE HARASSMENT

- 5:01 The Company and the Union agree that they will not discriminate against any employee who is subject to the provisions of this agreement because of race, colour, sex, religion, national origin, age, political affiliation, marital status, sexual orientation, disability or Union membership.
- 5:02 The Company and Union concur that sexual harassment will not be tolerated in the work place.
- 5:03 Wherever the masculine form of the pronoun is used, it shall also include the feminine and vice versa.

5:04 The Company and Union agree to utilize and abide by the protocol for dealing with harassment issues as outlined below.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as “course of vexatious comment or conduct that is **known** or ought reasonably be known to be unwelcome”, that denies dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. **All** employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry.
- Practical jokes, pushing, shoving, etc, which cause awkwardness or embarrassment.
- Posting or circulation of offensive photos or visual materials.
- Refusal to work or converse with an employee because of their racial background or gender.

- Unwanted physical conduct such as touching, patting, pinching, etc.
- Unwelcome invitations or requests
- Backlash or retaliation for the lodging of a complaint or participation in an investigation

Harassment Is Not

Harassment is in no way to be construed as properly discharging supervisory responsibility including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

Filing A Complaint

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behavior. Inform the individual that is doing the alleged harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, locations, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their work group, or disbelief by their Team Leader or others. The incident should be brought to the attention of your Team Leader and/or Committeeperson.

Investigation

Upon receipt of the complaint, the Team Leader/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on a form developed jointly by the Company and the Union. Properly completed copies of this form will be forwarded to the Human Resources Manager and the Plant Chairperson.

The Plant Chairperson and the Human Resources Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses other than persons named in the complaint. **Any** related documents may also be reviewed.

Resolution

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed incident report will be forwarded to the Human Resources Manager and the Plant Chairperson who will attempt to resolve the matter within ten (10) days of receipt of the report in a manner that is fair and consistent with the intent of the Company and the national CAW

policy regarding discrimination and harassment in the workplace. This letter will not circumvent Article 11 of the Collective Agreement.

At the conclusion of the step, the complaint, if unresolved, may be considered as a grievance for the purposes of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of this collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

In addition, in consultation with the National Union, the parties agree to educate the workforce regarding harassment in the workplace through a CAW/DURA training program.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

ARTICLE 6

REPRESENTATION

6:01 The Company acknowledges the right of the Union to appoint or otherwise select from the Bargaining Unit, five(5) members all of whom must be seniority employees who will serve on the day shift:

1. One member of the five(5) shall be designated Chairperson. The Chairperson will be a full time paid position. The Chairperson will work the Front-Day shift.
 2. One member of the five(5) shall be the President.
 3. One member of the five(5) shall be from the Skilled Trades.
 4. One member of the five(5) shall be from the Frontshift
 5. One member of the five(5) shall be from the Backshift.
 6. Two stewards shall be elected or appointed to each active shift and shall rotate shifts.
- 6:02** The Company will recognize the Union Committee for the purpose of handling any bargaining on any matter properly arising from time to time during the continuance of the Agreement.
- 6:03** The Union recognizes and agrees that members of the Union Committee and Stewards 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 their duties arising under this Agreement.
- 6:04** The elected Committee persons will be assigned *to* the day shift provided they are able to do the work required to be done. The parties agree to temporary transfer employees into posted positions where the assignment of Union Representatives to the day shift locks other employees on to the night shift in violation of normal shift rotation. The parties agree that the 30-day limitation normally associated with temporary transfers will be waived in these circumstances.

- 6:05** Before leaving his/her regular Company duties, a Union Representative shall receive permission from his/her Team Leader and notify him/her of the reason for his/her proposed absence, its probable duration, and will not leave the Company's premises. He/she will report back to the Team Leader when he/she returns to his/her regular company duties. Before entering a part of the Company's premises in which he/she is not normally employed, he/she will obtain the consent of the Team Leader or Manager having jurisdiction therein, which consent will not be unreasonably withheld.
- 6:06** During the absence out of the plant of a Union Representative, an alternate may be appointed to act during such absence; such alternate shall have all the rights of the absent representative.
- 6:07** The Union Stewards shall serve only for the purpose of handling grievances on their respective shifts. They shall not be compensated with money or time off their assigned shift for any time other than on their assigned shift for this purpose.
- 6:08** The Union Committee and the Company shall meet at times mutually agreed upon but not more than twice per month. The times, locations, and agendas for meetings will be scheduled/completed in advance.
- 6:09** A National Representative of the Union and/or the President of the Local Union may be present and participate in any meeting of the Union Committee and the Company if his/her presence is requested by either party.
- 6:10** In the event of a layoff, each member of the Union Committee and the President of the Local, provided he/

she is employed in the plant, during the term of his/her office, will be retained in the employ of the company as long as work is available for him/her in the plant which he/she is capable of performing.

6:11 The Company agrees to supply the Union with an office, 2 filing cabinets, complete with a lock, an area for storage, a desk, and a telephone.

6:12 All new employees will undergo orientation provided by the Company. The Union Chairperson or designate will participate in this orientation along with the Company. The Health and Safety co-chair or designate will participate in health and safety orientation for new employees.

6:13:

- a) The Union Committee shall be paid for up to two (2) hours straight time per week for the purpose of meeting on Union business. This meeting will accommodate issues relating to both Front-Shift and Back-Shift.
- b) Two (2) hours straight time per week will be allowed for the Financial Secretary.
- c) The Committee will also be paid at straight time for all hours in which the committee is involved in meeting with a member or members of management. Other times may be paid at the discretion of management.

ARTICLE 7

MANAGEMENT

7:01 The Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, establish plant rules and policies, maintain discipline and efficiency, hire, discharge for just cause, suspend for just cause, direct, classify, layoff, demote, discipline, transfer or promote employees subject to the terms of the Collective Agreement.
- b) Operate and manage the business of the Company and direct the working force in all respects, in accordance with its commitments and responsibilities and to determine the number of employees needed at any time and the methods, machinery and equipment to be used in the Company's business and to make and from time to time, alter the rules and regulations to be observed by the employee, provided that such functions, rules and regulations shall not be inconsistent with the terms of this Agreement.

7:02 The Company will initiate employee involvement teams in the facility with the sole and explicit intent of improving production processes and the workplace environment to the benefit of all employees.

A Steering Committee consisting of at least one representative from the Union Committee and at least one other management member shall assist the teams where necessary and review team initiatives to ensure compliance with the collective agreement. The Steering Committee will also facilitate communication to both the Union Committee and the Company concerning the activities and progress of the teams.

Employees are expected to support the initiatives of the teams and to participate to ensure team success. Roles within the teams will be strictly voluntary.

Nothing in this article shall imply the forfeiture of any part of the grievance procedure, or nullify the intent of any other part of the collective agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8:01** Any complaint or cause of dissatisfaction arising between employees and the company shall be considered as a grievance and shall be dealt with as speedily as possible in accordance with the following procedure:
- a) An employee having a grievance or one designated member of a group having a grievance should first take the grievance up with his/her Team Leader who will attempt to adjust it.
 - b) An employee shall have the right to discuss his/her grievance in private with his/her Steward or Committeeperson before Step 1 of this grievance procedure.
 - c) No grievance will be considered by the Company, which has not been first submitted in writing to the Team Leader within five (5) working days of the occurrence of alleged circumstances. The Company will not exercise the five-day limitation if such basis for a grievance has been caused through an error or miscalculation in the payroll process or the employee does not become aware of non-payment of wages for holidays or premium time until such time the employee receives his/her pay cheque.

STEP 1

Any employee may request his/her Team Leader to call

his/her Steward or Committeeperson to handle a specified grievance with the Team Leader. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of his/her grievance". The Team Leader will send for the Steward or Committeeperson without undue delay and without further discussion of the grievance. The Steward or Committeeperson, with or without the employee involved being present, will attempt to adjust the specified grievance with the Team Leader before it is given to the Team Leader for his/her written answer.

If the grievance is not adjusted by the Team Leader, it shall be reduced to writing on the Employee Grievance Form and signed by the employee involved, and one copy shall be given to the Team Leader. The Team Leader shall give his/her reply in writing on the Employee's Grievance Form to the Steward or Committeeperson without undue delay, but in any event not later than the end of the employee's second shift next following that on which the written grievance was received by the employee's Team Leader.

STEP 2

If the written decision of the Team Leader is not satisfactory, it may be appealed therefrom by lodging an appeal to the HR Supervisor through the Chairperson or designate within two (2) full working days following the decision of the Team Leader. The HR Supervisor shall deal with the appeal and render his/her decision in writing to the employee and to the Chairperson or designate not later than three (3) working days following the day upon which the appeal is received. The grievor, Team Leader,

and Steward who initially dealt with the grievance may be involved in this step if necessary.

STEP 3

If the decision of the HR Supervisor is not satisfactory, the grievance shall be placed on an agenda for consideration at the next meeting to be scheduled within 30 days, between Management and the Union Committee, and Management shall give its written decision on the grievance within five (5) full working days following the meeting, and if the decision is still unsatisfactory (to the employee, or to the Union) the grievance may be submitted to arbitration. It is agreed that failure to abide by the above procedures and timelines shall result in the forfeiture of the grievance by the party which failed to meet the timelines or procedures specified herein. Furthermore, the parties agree that the response last given in accordance with these procedures shall be considered to be the final answer on the grievance and the grievance will be finalized/adjusted accordingly.

ARTICLE 9

POLICY GRIEVANCE

9:01 Any issue involving the interpretation and/or application of any term of this agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of this agreement, the issue shall be filed directly to the third step of the Grievance Procedure.

ARTICLE 10

DISCIPLINARY AND DISCHARGE CASES

- 10:01** Any member of the Bargaining Unit who claims he/she has been unjustly suspended or discharged must file his/her grievance in writing within 5 (five) working days of such discharge or suspension. Such grievance shall be considered the agenda for a meeting between Management and the Union Committee as provided in Step 3 of the Grievance Procedure.
- 10:02** Prior to an employee being given a written warning, suspended or discharged, the Company shall advise the Committeeperson of the circumstances involved, and allow the employee to meet with his/her Committeeperson for a reasonable period of time prior to his/her meeting with Management at which time Union representation will be present. He/she may interview his/her Committeeperson in private for a reasonable period of time before leaving the plant premises.
- 10:03** No discipline shall be given to an employee which has not been administered within 5 (five) working days of the alleged occurrence. It is understood by both parties that an extension of this timeframe may be necessary, and that the Company would notify and discuss the necessity of the extension with the Union in advance.

ARTICLE 11

ARBITRATION

- 11:01** If Management's decision is not satisfactory to the employee concerned or to the Union, written notice of

appeal may be served on the HR Supervisor or designate within ten (10) regular working days of the delivery of the decision, appealing therefrom to an impartial arbitrator to be selected by the parties. The parties shall agree on a list of four (4) arbitrators and this list shall be utilized in all arbitration cases. In the event that a grievance must be arbitrated, the parties shall alternate in the use of the four (4) arbitrators listed to hear the grievance in question. If the arbitrator that is chosen through this process is not available to hear the case, the parties agree to move to the next arbitrator on the list. The decision of the arbitrator shall be final and binding upon both parties.

The four arbitrators shall be:

Wes Rayner

Gail Brent

Dan Baum

Victor Solomatenko

- 11:02** Any arbitrator shall not alter, add to, or subtract from, modify or amend any part of this Agreement. He/she shall, however, in respect of a grievance involving the discipline or discharge of an employee, be entitled to modify or set aside such penalty, if in the opinion of the arbitrator, it is just and equitable to do so.
- 11:03** All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations or to confer with the necessary witnesses. Each of the parties shall pay one half of the expenses of the arbitrator.
- 11:04** By mutual agreement and for good cause, a reasonable extension of time will be given either party when

requested in writing, at any step of the grievance procedure.

ARTICLE 12

SENIORITY

12:01:

- a) New employees shall be considered as probationary employees until completion of four hundred and eighty (480) work hours employment within any twelve (12) consecutive month period and their names shall appear on the seniority lists in the order of their respective dates of hiring. The date of hiring of any employee placed on the seniority list after four hundred and eighty (480) work hours of intermittent employment within any period of twelve (12) consecutive months shall be considered to be the date four hundred and eighty (480) work hours prior to the day upon which he/she attains seniority. When more than one employee is hired on the same day, the Company will record by order of employee clock number and will reserve the appropriate number of suffix numbers to cover the new hires. The suffix number, representing the employees order on the seniority list, shall be added to the employee's clock number when they achieve seniority and shall appear on the seniority list.
- b) A probationary employee who works less than ½ shift shall receive zero (0) hours towards their seniority. A probationary employee who works ½ shift or more shall receive either ten (10) or thirteen 1/3 (13.3) hours towards their seniority depending upon the length of the shift in question. Probationary employees working the

Backshift shall receive 40 hours towards their seniority for 36 hours worked.

12:02 The Company may dismiss a worker at any time during the worker's probationary period if, in the opinion of the Company, the worker is not satisfactory. The Company's decision to dismiss the worker shall not be made in bad faith.

12:03 A probationary employee about to be released from employment will be notified either that the release is permanent or that he/she is being laid off and subject to recall. If permanent, an explanation will be given to the employee in the presence of a Union representative.

12:04 The Company shall maintain a plant-wide seniority list. Four copies of this up-to-date list shall be given to the Chairperson of the Union Committee and posted quarterly.

12:05 Beginning June 10, 2001, membership in the Bargaining Unit shall cease for any employee who is promoted or transferred to a position outside the Bargaining Unit.

12:06 In the event that an employee is disabled, an exception may be made to the seniority provisions of this agreement if agreed to between the Company and the Union, that will allow the displacement of a worker to accommodate another worker with a disability. After each thirty (30) calendar days, the disability and assignment shall be subject to a review between the Company and Union.

12:07:

- a) As per the discussions held during the 1974 negotiations of the Collective Bargaining Agreement, in the event the

Company moves its operations out of Bracebridge during the lifetime of the Collective Agreement currently in effect between DURA Automotive Systems– Bracebridge and Local 61 CAW, the Company will accept applications at the new location from former Bracebridge employees.

- b) Such application must be made within thirty (30) days of the employee's termination at Bracebridge. Employees who so apply will be given preferred consideration for jobs, provided they are qualified to perform the work available.
- c) Subject to existing commitments at the new location, the employees, if and when hired as per the above, shall have, for the purposes of vacation and pension only, the seniority they held at the Bracebridge plant.
- d) It is clearly understood that all persons hired according to the above shall be hired under the rates of pay and conditions of work existing or to be implemented at the new location.

12:08:

- a) The Company will notify the National Union at least two months prior to the cessation of production operation at its Bracebridge facility. Following such a notice the Union shall have the right to discuss and explore with the Company, possible means to avert the closure. The Company will in the event of closure, provide adequate notice to all employees per the Employment Standards Act.
- b) Employees with two years of service but less than ten will be entitled to one week severance for each full year of service and credit for partial years on a pro rata basis.

Employees with over ten years of service will receive two weeks of severance for each full year of service and credit for partial years on a pro rata basis. The Company will provide benefits with the exception of Sickness and Accident and long-term disability for the duration of severance payments. In addition, the Company will provide reasonable outplacement assistance.

12:09 As per the agreement dated October **28, 1997**:

All current seniority employees (as at October 24th, 1997) will enter this schedule when implemented on the Monday to Thursday shift. Jobs available on the Friday to Sunday shift will be made available and posted in the normal manner.

Based on these conversations it is understood by both parties that "employees" refers to employees have attained seniority or having entered their probationary period as of October **24, 1997**.

ARTICLE 13

LAYOFF AND RECALL

13:01 Temporary layoffs not exceeding **60** hours per calendar year may be made without considering seniority rights. The provisions of this section will only apply to a shortage of material, a shortage of work, a breakdown of equipment or services (electrical, steam, air or water). This provision shall not apply to the inventory period which shall remain at no more than **40** hours accumulative in a calendar year.

- b) If due to unforeseen circumstances, a Designated Line as referred to in Article **14.01** b is not able to be in operation

(i.e. equipment breakdown, material shortage, customer scheduling), the Company may transfer individuals from that line to other lines where jobs are available for a period of time mutually agreed to by the parties. Employees transferring would retain their own classification and rate. It is agreed that transferred employees would not displace the receiving/posted Designated Line Employees on other lines with respect to job, temporary transfer, shift rotation, line overtime, etc.

The Company would discuss with the Union in advance, the nature and duration of the circumstance, with a view to solving problems in advance of their occurrence.

13:02 For layoffs exceeding the time specified in paragraph 13:01, the following procedure shall apply:

- a) Probationary employees shall be laid off first, provided retained employees are capable of performing the work to be done, then
- b) Employees laid off from their posted classification may bump the employee in the classification plant-wide with the least seniority.

13:03 Employees shall be called back to work in reverse order of layoff: that is the last employee laid off shall be the first to be recalled to the open available position in the line specialist classification. Should the employee after being notified by the Company to return to work as scheduled, be unable to do so, such employee shall notify the Company as to the date he/she will return.

13:04 Such date shall not exceed one week. However, for good and sufficient reason such as sickness or disability, this time will be extended for a reasonable period of time.

The employee is responsible for providing documentation to support the extension if such a request is made by the Company. The Company may, if necessary proceed with the recall to obtain the required number of employees. An employee, while retained on the seniority list during layoff, shall accumulate seniority during such period.

13:05 The Union Plant Chairperson and the employees affected will, whenever possible, be notified forty-eight (**48**) hours prior to employees being laid off for a period more than the balance of a shift plus two (**2**) days on the Front-shift and one day on the Back-shift. When possible, they will be notified five (5) days in advance with the exception of a layoff due to breakdown, lack of material, and other conditions out of the control of Management. This provision applies to all employees who have attained seniority.

13:06 Layoff notices shall be effective the end of the pay week following the week in which the notice was posted.

ARTICLE 14

JOB POSTING AND SENIORITY

14:01:

- a) In all promotions, seniority shall be the determining factor. In jobs requiring qualifications, employees who have chosen to pre-qualify will be awarded the job posting by seniority. Employees who apply for job postings will automatically be awarded the job for which they have applied by seniority and *pre-qualification*. **A** job posting form shall be provided by the company to

indicate application and preference for jobs posted and this form shall be utilized to identify the incumbent.

- b) When a vacancy occurs, the Company shall post notice of such vacancy or new job on the bulletin board for a period of seven (7) days which shall be Tuesday through end of shift the following Monday. The notice will include the classification, pay rate, position requirements and whether or not the position is designated to a particular line / department or plant wide and Front-Shift or Back-Shift. A list of designated lines for this procedure will be provided to the Union upon the creation or deletion of a line or department, or upon request.
 - c) Job postings once filled shall be considered closed. Any subsequent vacancies that need to be filled will be re-posted.
- 14:02** The Company shall notify the successful applicant in the presence of a union representative not later than the second Monday following the removal of the job posting on the Front-Shift or second Friday following the removal of the job posting on the Back-Shift. If the employee is transferring from the Front-Shift to the Back-Shift position or vice versa, the employee shall complete the work schedule of the current week and commence the new shift within the work schedule of the following week. If needed, the Company may retain the successful bidder beyond the time period specified herein, but shall pay such employee the appropriate rate of the job to which he/she will be transferred, if higher, for the period the employee is retained.

14:03:

- e) When a seniority employee is awarded or assigned a new job through this procedure, the employee will enter the classification with "date of entry" seniority for the first 30 calendar days (days on sick leave, vacation, holidays, leaves of absence, and/or short term disability will not count toward this period). During this period the Company shall determine whether to accept the employee to the classification. During this period the employee must decide whether to remain in the classification. Should the employee not be accepted, or decide not to remain, he/she will return to his/her previous classification. Employees entering the Line Specialist position are exempt from this clause.
- b) Any employee who disqualifies themselves under 14:03 (a) shall forfeit for six (6) months the right to that specific job posting and shall be returned to the employee's former classification.

14:04:

- a) An employee shall not be awarded a job bid that involves a lateral and/or downward move only, more frequently than once every six (6) months.
 - b) Employees will be allowed to bid to their first Back-Shift position and then if they desire, bid to an open available Front-Shift job without regard for clause 14:04(a). This will be allowed on a one-time-only basis within this Collective Agreement.
- 14:05** Any employee who is disqualified, for medical reasons shall forfeit any future assignments to that department classification and shall be returned to the employee's

former classification. The only exception to this is satisfactory acceptable medical evidence that the health reason causing the original impairment no longer exists or that the job has changed to allow the employee to perform the essential duties of the job.

14:06 The Company will recognize an application for a job posting for an employee who is on vacation or authorized leave of absence when presented by the employee to the HR Supervisor or designate. The Company will not recognize applications that are not filled out correctly.

14:07 When a regularly posted employee is to be off work for a known duration of time greater than thirty (30) calendar days, and less than one year, the vacant position shall be posted in accordance with the job posting procedure. When the temporary posting no longer exists the employee **will** be returned to his/her previous classification. While in the Temporary job posting the employee will not be eligible to post for any other Temporary Job postings. Temporary job postings will only be eligible to employees within the Line Specialists classification.

ARTICLE 15

LOSS OF SENIORITY

15:01 Loss of seniority shall result in termination. Seniority rights shall cease for any of the following reasons:

- a) If the employee quits.
- b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.

- c) If the employee fails to report for work within Five (5) working days after receiving a notice of recall from a layoff, by registered mail addressed to the last address tiled with the Company, unless a reasonable excuse for such failure to report is given. It is understood that “receiving a notice” shall also mean that the employee has been informed by the post office that registered mail is being held for them.
- d) If the employee fails to report for work immediately after the expiration of any leave granted him unless a reasonable excuse is given.
- e) If an employee with seniority is laid off for a continuous period equal to either (i) or (ii) below, whichever is applicable
 - i) for employees with less than one year’s seniority, a period of one year at the time of layoff, or
 - ii) for employees with more than one year’s seniority, a period of sixty (60) months.
- f) If an employee is absent from work due to medical reasons they may remain on the seniority list to a maximum of sixty (60) months as per 15:01(e)(i)(ii) whichever is applicable.
- g) If an employee is absent from work for a period of three (3) consecutive working days without notifying Management, unless a reasonable excuse is given.
- h) When an employee is removed from the payroll, the Company will notify the Chairperson of the Union Committee prior to this action being taken.

ARTICLE 16

LEAVE OF ABSENCE

16:01 Applications for leave of absence shall be submitted to the Team Leader or SBU Manager or designate specified to process leaves, and a record kept of the disposition of such applications. Such disposition shall not be unduly delayed. A copy will be given to the Chairperson. Personal leave of absence without pay will be granted by the Company subject to the following provisions:

- a) That such leave will not seriously affect the operation of the plant.
- b) That such leave be for reasonable duration and supported by legitimate personal reasons.
- c) **Pregnancy** - An employee must notify the Company as soon as she is aware of her condition, and supply the Company with written advice from the doctor stating the maximum time she may work previous to the birth. After the birth, leave of absence will be granted in accordance with the terms of the Employment Standards Act, after which she must return to work or lose her seniority unless her prolonged disability to do so is supported by medical evidence, or she may request an additional four (4) weeks unpaid leave. Such employees may return to work at any time within the aforementioned leave, provided that their physical ability is supported by medical evidence. Employees shall accumulate seniority during such leaves.

Maternity Leave

Maternity leave of absence applies to female employees who have completed thirteen (13) weeks employment when their leave begins.

A seventeen (17) week maternity leave of absence may be taken not more than seventeen (17) weeks immediately before the estimated date of delivery. For maternity leave, the employee shall also provide the company with a certificate from a qualified medical practitioner confirming that she is pregnant.

An employee who is pregnant or nursing may request the company to modify her job functions or assign her to another job as to continue any of her functions may pose a risk to her health or that of the fetus or child.

In the event of disability caused by or resulting from pregnancy related complications or from miscarriage, the employee will be entitled to make application for sick benefits under the benefit plan.

While an employee is on maternity leave all benefit coverage will continue, as well, all time spent on maternity leave will be credited as continuous active service for the purpose of vacation accrual, pension, severance (where applicable) and the accrual of seniority shall be maintained.

Upon an employee's return from maternity leave, the employee will be returned to their former position. If the former position no longer exists they be given comparable position with the same wages and benefits.

The employee must give the employer a minimum of four (4) weeks written notice if she wishes to return early from the pregnancy leave a copy to be sent to the union.

If the employee does not return from pregnancy leave on the expected return to work day, the employer **shall** notify the employee of the date of the end of leave of absence

and the expected date of return to work.

Parental/Adoption

Parental/adoption leave of absence applies to an employee who is a natural or other new parent and who has completed their probationary period prior to the date that the leave is expected to commence.

A “parent” is a man or woman who:

1. is the natural parent of a child;
2. adopts a child;
3. becomes a step-parent.

Parental/adoption leave may commence no later than fifty-two (52) weeks after the baby is born or the child first comes into an employee’s custody, care and control. Parental leave must be taken all at one time and can last for a maximum duration of thirty-five (35) weeks.

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends, unless the child has not yet come into her custody, care, and control for the first time.

While an employee is on Paternal/Adoption Leave, all benefit coverage will continue, as well, all time spent on maternity leave will be credited as continuous active service for the purpose of vacation accrual, pension, severance (where applicable) and the accrual of seniority shall be maintained.

For the purpose of adoption leave, an employee must advise the company in writing of his/her acceptance by the appropriate agency as an adoption parent within thirty

(30) days of such notification of acceptance. Supporting documentation must accompany all requests. **All** other parent leaves must provide written notice at least four **(4)** weeks prior to the commencement of the leave.

An employee shall be granted three **(3)** working days leave without pay to attend the needs directly after the receipt of a child.

The employee must give the employer a minimum of four **(4)** weeks written notice if he/she wishes to return early from the parental leave and a copy to be sent to the Union.

Upon an employee's return from parental/adoption, the employee will be reinstated to their former position. If the former position no longer exists, they will given a comparable position with the same wages and benefits.

If the employee does not return on the expected return date, the employer shall notify the employee of the date of **the** end of the leave of absence and the expected date of return to work.

- c) When an employee is called on and reports for jury duty, or as a subpoenaed witness, the employee will be paid their respective rate of pay for time served on active jury duty or as a subpoenaed witness provided he/she gives adequate notice of his/her summons for duty, and presents adequate evidence that duty was performed by him/her. An employee who serves on jury duty or as a subpoenaed witness on a day that they would not normally work shall receive the equivalent amount of time off from their normal schedule as an unpaid leave **of** absence.

- d) The company shall grant a leave of absence not exceeding one hundred fifty (150) calendar days to an employee for the time during which he/she is serving a sentence imposed on a conviction arising from the operation or use of a motor vehicle. Only one leave of absence for this purpose will be granted an employee during the life of this agreement. Should the employee incur any further violations during the life of this agreement, his/her future employment will be based upon the merits of the case and the employee's past record.
- e) Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company will grant him/her an unpaid leave ~~of~~ absence not excess of forty-five **(45)** calendar days prior to the election. For the purpose of enabling the employee to participate in the affairs of the government, the Company shall grant upon application by the employee, an unpaid leave of absence to such employee who is elected to municipal, county, provincial and national government positions for the first term or who is appointed to a full time provincial or federal non-civil service government office, where such appointment requires legislative approval. Such leaves of absence will be renewed upon application, for successive terms within the period of this Agreement. During any such indefinite leave, the Company will be under no obligation for payments on behalf of such employee for Life Insurance, Weekly Indemnity, or other fringe benefits. It is agreed that the employee's seniority shall continue to accrue.
- 16:02** The Company will grant a seniority employee a one-day spousal leave of absence for the birth or legal adoption of

each child. This leave shall be paid at the employee's respective pay rate.

ARTICLE 17

UNION LEAVES

17:01 The Company will grant leaves of absence without pay to members of the Union Committee or elected delegates who may be required to attend conventions, conferences or other Union business for the period of said conventions or meetings. Such leaves of absence shall be requested by the Plant Chairperson and/or the local President or their designate. The Company will grant leave of absence, without pay, for any period up to one year, to one employee who is appointed to a full time position with the Union. Upon application by the employee, such leave of absence will be extended from year to year. Employees will accumulate seniority during such leaves. It is understood that such leaves will only be granted if the granting of the leave(s) does not jeopardize or seriously affect the operations of the plant.

Union Committee members or elected delegates on approved leave will be paid on their regularly scheduled days and the Company will recoup the gross amount from the Local Union (Financial Secretary Local **61**) within a thirty (**30**) day period.

ARTICLE 18

BULLETINBOARDS

18:01 The Company will provide three (**3**) bulletin boards in

satisfactory locations in the plant for the convenience of the Union in posting notices of Union activity and Union educational material. All such notices must be signed by the proper officer of the Union and approved by the Plant Manager or designate before being posted.

ARTICLE 19

CHECK OFF

19:01 All employees in the Bargaining Unit who were members of the Union in good standing as of the effective date of this agreement, must remain members of the Union, as a condition of employment.

19:02 All employees hired subsequent to the effective date of this agreement shall become members of the Union within thirty (30) days of hiring and will be required to continue to be members of the Union as a condition of their employment. This does not refer to Supplemental Labour Pool.

19:03 The Company agrees to deduct union dues, initiation fees and other assessments as authorized by the constitution of the Union and Local from the pay of all employees covered by this agreement.

19:04 Union dues shall be deducted during the month and remitted to the Financial Secretary of Local No. 61 CAW, together with a list of employees for whom dues have been remitted showing the amount remitted for each employee, not later than the 10th of the following month. In the event an employee does not draw a pay cheque in the week dues are deducted, such dues will be deducted from the next normal deduction period.

ARTICLE 20

HOURS OF WORK AND OVERTIME

20:01 The normal workweek shall consist of two (2) separate shift patterns. The 'Front-Shift' will consist of 2 ten hour shifts working Monday, Tuesday, Wednesday and Thursday.

The 'Front-Shift' hours are currently -
7.00 a.m. to 5.00 p.m. (day shift)
5.00 p.m. to 3.00 a.m. (night shift)

The 'Back-Shift' will consist of 2 twelve hour shifts working Friday, Saturday and Sundays. The 'Back-Shift' hours are currently —
7.00 a.m. to 7.00 p.m. (day shift)
7.00 p.m. to 7.00 a.m. (night shift)

There will be an additional third shift (M1 shift) for the Skilled Trades and the positions of First Aid, Set-Up, General Labour as deemed necessary by the Company. It is understood that with the exception of Skilled Trades and First Aid, participation on this shift will be voluntary. This shift shall be - 10 p.m. to 8 a.m. starting Sunday night depending on operations on the B2 shift.

If necessary, a 5 day X 8 hour shift may be implemented to accommodate production or scheduling requirements. It is understood that participation in the above shift will be voluntary.

The Company reserves the right to change the starting and quitting times of shifts upon proper notification.

Employees within the Skilled Trades department will work to a schedule designed to accommodate the

provision of preventive maintenance. Such a schedule will be developed in consultation with the Union and the Company.

When time changes occur for daylight savings, in Spring we will change the time at the beginning of Friday days and in the Fall we will change the time at the end of shift on Sunday nights. The above shall be applied only when the B2 shift is in operation.

20:02:

- a) When an employee who has completed his/her shift and left the plant premises is subsequently called back to work, he/she shall receive a minimum pay of one-half regular shift at the appropriate overtime classification rate. If the Company cannot use such employee in his/her regular capacity, it may avail itself of the employee's services for a period equal to one-half regular shift pay in other capacities. If the employee refuses such assignment, he/she shall be compensated for hours worked at the appropriate overtime rate.
- b) When an employee who has completed his/her shift and left the plant premises is subsequently called back to work for a specified emergency situation, he/she shall receive a minimum of one-half shift pay at the appropriate overtime classification rate. When an employee is called at home and offered work by the Company, the Company representative shall advise that said work is either call in or an emergency situation.

20:03 An employee who has been asked to work overtime shall receive a minimum of two hours pay at overtime rates for such additional work.

- 20:04** For employees working on the Front-Shift, any work performed by an employee in excess of 10 hours in any day of his/her regular work week (Monday – Thursday) will be paid at the rate of time and one half, except that up to four **(4)** hours per week outside the normal work week may be paid at straight time when such leave is used for scheduled training and /or informational meetings. It is understood that such time is non-production time and on a voluntary basis.
- 20:05** For employees working on the Front-Shift, time and one half will be paid for hours worked on Friday and Saturday and double time will be paid for hours worked on Sunday. This will not include regularly scheduled hours on the Thursday Front-Shift night shift. For employees working on the Back-Shift, time and one half will be paid for all hours worked on Monday, Tuesday, Wednesday and double time will be paid for hours worked on Thursday. This will not include regularly scheduled hours on the Sunday Back-Shift night shift.
- 20:06** Overtime will be considered voluntary when asked for in conjunction with the use of a Supplemental Labour Pool. The Union will cooperate to assist the Company so that employees with the necessary skill set capable of performing the work will volunteer.
- 20:07** The Company will give notice of overtime to be worked by noon of the day such overtime is required, provided that such overtime required is for a period of one hour or more and is not due to unforeseen emergencies beyond the control of the Company.
- 20:08** Overtime will be distributed on a rotational basis by line/department, seniority, classification, and pre-qualifica-

tion. The procedure for the distribution and recording of overtime will be as follows.

- a) To facilitate asking for overtime, there will be three (3) separate lists: a Frontshift list, a Backshift list, and a Plantwide list. For **Plantwide overtime only**, employees must indicate that they are available for overtime by signing their **name and clock number** to the days they wish to be asked. Overtime Sheets shall distinguish between 2-hour overtime opportunities, opportunities for time and one-half, and opportunities for double time. The shift lists shall be used to determine the rosters for overtime for the next rotation.
- b) Employees who accept overtime but do not show up for the overtime assignment will be considered absent and this absence will be considered in accordance with the Company's Attendance Policy.
- c) An employee will not be eligible for overtime if they are absent when overtime is offered.
- d) In Groups 2, 3, overtime will be solicited on a plant wide basis to seniority employees in their respective classifications by rotation as in 20:08(a). Employees on the Front-Shift day shift will be asked for overtime required on the Back-Shift day shift. Employees on Front-Shift afternoon shift will be asked for Back-Shift night shift.
- e) In **Group 4**, overtime will be solicited within the specified line or department to the most senior employees in their respective classifications by rotation as in 20:08(a). Employees on the Front-Shift day shift will be asked for overtime required on the Back-Shift day shift. Employees on the Front-Shift afternoon shift will be asked for the

Back-Shift night shift. If no overtime has been volunteered, the most senior employee within the specific line or department capable or qualified **to** perform the work will be solicited by rotation.

- f) In the event an employee is required to work two (2) hours overtime, the employee shall be allowed a ten (10) minute break at the beginning of his/her scheduled overtime.
- g) The Union Chairperson or designate will be present during the soliciting of overtime if available.

20:09 An employee who worked two (2) hours or more overtime beyond the end of his/her shift, shall be paid a meal allowance of \$ 6.00 payable in cash on that day, unless notified prior to the end of his/her shift the previous day of work.

ARTICLE 21

REPORTING ALLOWANCES

21:01 A minimum of one-half shift pay at the prevailing guaranteed hourly base rate of the employee's job will be granted an employee reporting for work who has not been notified prior thereto not to report for work. **If** the Company cannot use such employee in his/her regular capacity, it may avail itself of the employee's services for the one-half shift in other capacities provided the employee is physically able to do the work. If an employee refuses such assignment, he/she shall not receive the one-half shift pay. The Company shall not be liable for report in pay if failure to provide work is the result of emergencies beyond the control of the Company

such as acts of God, fire, storm, power failure, or labour dispute. Nor will the company be liable if the employee does not have his/her current address and/or telephone number on file with the Personnel Department at the time an attempt is made to contact the employee.

ARTICLE 22

PAYMENT OF WAGES

22:01 Payment of wages will be made by direct deposit to the financial institution of the employee's choice on Thursdays. The weekly pay cycle will begin Monday and end Sunday. Pay stubs will be distributed to Front-Shift employees on Thursday and on Fridays to the Back-Shift employees. Back-Shift employees may arrange to pick up pay stubs on Thursday if they so choose.

ARTICLE 23

REST PERIOD

23:01 The Front-Shift will have a total of fifty (50) minutes paid breaks during the shift. The Back-Shift will have a total of sixty (60) minutes of paid breaks. The Company and the Union will formalize the schedule based upon the times set forth.

ARTICLE 24

HEALTH AND SAFETY

24:01 The Company shall make all reasonable provisions for the health and safety of the employees covered by this

agreement during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to protect employees from injury shall be provided by the Company.

- 24:02** Safety devices will be installed and repaired by qualified maintenance personnel only. Minor repairs may be done by qualified personnel.
- 24:03** Management, set-up personnel and operators are responsible for safety devices being in place and properly adjusted. It is Management's responsibility to ensure the safe operation of all equipment.
- 24:04** All Company scheduled *medicals* for full-time new hires shall be on Company time at no pay **loss** to the employee. Transportation to and from these tests will be provided by the Company.
- 24:05** The Company **will** pay for the cost of one pair of prescription optical safety glasses with sideshields once every 24 months unless there is a change in prescription. The frame selection is restricted to the agreed supplier frame chart. Employees may use another supplier but employee will be reimbursed only up to the Company's supplier cost. The company will replace or repair prescription safety glasses damaged during the course of employment unless such damage is due to neglect of the employee. The maximum allowable cost for glasses (frames, lenses, etc.) is \$200.
- 24:06** Before implementing new personal safety equipment, the Company agrees to discuss with the Joint Health and Safety Committee the use and necessity of said equipment. The Joint Health and Safety Committee shall

determine the necessity and placement of personal protective equipment including: safety glasses, hearing protection, shop coats, coveralls, gloves.

24:07 All employees must wear foot protection either in the form of safety shoes or protective toe caps, In consideration of the above, the Company will reimburse up to a maximum of \$120 per contract year per active employee toward the purchase of such safety shoes. The employee must purchase the shoes and show receipt for the amount spent to qualify for the reimbursement. Employees in the Roll Form and Maintenance classifications shall be reimbursed up to a maximum of \$200 as the boots/shoes become worn due to the nature of the work in these classifications. This allowance will be provided based on the degradation of the boots/shoes and not per contract year as above.

24:08 A Joint Health and Safety committee will be established consisting of six (6) representatives from the Company and the Union of which not less than three (3) of each will be certified under the Occupational Health and Safety Act. At least one of the union members of the committee shall be from the Backshift. It is understood that the training of the Health and Safety Committee members will take place **after** the next union election following the inception of the contract. The three (3) union members shall receive certification training from the Workers Health and Safety Centre.

- a) Meetings and inspections shall follow the provisions of the Occupational Health and Safety Act.
- b) Recommendations are to be made to the Company for the correction of unsafe acts or harmful conditions and such

recommendations shall be answered, and implemented if necessary, in an expeditious manner.

- 24:09** Employees involved in welding as a regular part of their job responsibilities will be assigned welding jackets for their personal use and will be responsible for their care and condition. The Company will underwrite the cost of those jackets that deteriorate and wear because of normal use. Welding jackets will be cleaned when necessary, as determined by the Company, at the Company's expense.
- 24:10** Raincoats - The Company agrees to have on premises raincoats for employees whose duties would include outdoor work in inclement weather.
- 24:11** It is agreed that the Company will rotate employees on those jobs where a mutually agreed problem exists. The parties shall review jobs, production lines, machinery in conjunction with recommendations from the Joint Health and Safety Committee and the Joint Ergonomics Committee to determine the best solution. Such rotation would not be unreasonably withheld.
- 24:12** The use of stools and mats has been and continues to be at the discretion of Management. However, it is agreed that where a shortage exists, and where stools and mats may be applied without jeopardizing production and ergonomic standards, every effort will be made to correct the situation.
- 24:13** The Company will provide training for the Chairperson in methods used by the Company to establish its work assignments and standards, and shall provide to the Chairperson copies of such standards/time studies upon request.

24:14 The union shall elect or otherwise appoint a full-time WSIB Representative. The Company will pay twenty (20) hours per week and the Union will pay twenty (20) hours per week.

24:15 When St. John's or other such First Aid training is required, the Company will pay employees undertaking such training at the appropriate contractual rate when such training is required by the Company for an employee to fill a specific job posting.

ARTICLE 25

PAID HOLIDAYS

25:01 Paid holidays within this Collective Agreement are appended as 'Schedule D – Paid Holidays'.

25:02 Each employee who has attained seniority status (per Article 12:01) will be paid their respective straight time rates according to Schedule 'D'.

25:03 The employee must work the scheduled work day before the holiday and the scheduled work day immediately after the holiday with the exceptions that an employee:

- a) Whose illness is supported by a note from his/her doctor, or employee on leave of absence, will be entitled to pay for the holiday if he/she works any part of the week in which either the work day before the holiday or the work day after the holiday falls.
- b) Who was laid off three (3) work days or less for Back-Shift employees or four (4) workdays or less for Front-Shift employees.

- c) Exceptions may **be** granted by mutual agreement between the Union and the Company.
- 25:04** Any employee required to work on any **of** the above holidays shall receive double the regular rate in addition to the holiday pay provided in this article.

ARTICLE 26

VACATIONS

26:01 An employee who is on the seniority list on June 30 of each current year and is otherwise eligible shall receive vacation with pay as **follows**:

a) Up to 1 year	40 hours	4% gross pay
1 year to 3 years	80 hours	4% gross pay
3 years to 5 years	100 hours	5% gross pay
5 years to 8 years	120 hours	6% gross pay
8 years to 15 years	160 hours	8% gross pay
15 years and up	200 hours	10% gross pay

Employees may take their vacation per paragraph (c) below in the period between July 1 and June 30 of each vacation year.

- b) An employee must make application for all vacation in weeklong periods except one week for the upcoming vacation year at least 2 weeks in advance of the time requested. The Company will notify the employee if such date is acceptable not more than one week after the making of the application. **All** vacations for the current year must be booked by March 31st. If an employee has not applied for his/her vacation before March 31st of the current year, the Company will request the employee to

designate the time. Exemptions may **be** granted by mutual agreement between the Company and the Union.

- c) For the one week balance not included in b) above, an employee must make application in optional periods of minimum ½ day at least one week in advance of the date requested. In emergency circumstances the Company may grant requests made in a timeframe less than one week.
- d) Vacation pay will be paid at the time of the employee's vacation and each week of vacation pay will be paid on a separate cheque (excluding the dates of July 1 to July 15), or after July 15 an employee may request their total vacation pay allowance provided the company is given two (2) weeks notification of this request. Furthermore, if an employee does not request the total vacation allowance on or after July 15 and takes an approved vacation day during a regular work week, the employee will receive vacation pay for that vacation day in his/her next regular pay cheque.
- e) Vacations will be granted up to 20% of the employee population of a line or department. Where the Supplemental Labour Pool is utilized and 20% of the employee population of a line or department is scheduled for vacation and two or more employees request the same vacation, the employee who has requested the vacation first within the 20% shall be granted the vacation. Requests made on the same day for vacation at the same time will be granted by seniority.
- f) In the event of a death of an employee, the Company will pay to the beneficiary the vacation entitlement accrued at the time of the employee's death

- g) Any employee whose service is terminated after the qualifying date shall receive vacation pay based upon the above-mentioned schedule.
- h) Any probationary employee whose service is terminated before the qualifying date shall receive vacation pay according to the provisions of the Employment Standards Act.
- i) Employees who have worked **six (6)** months or less in the vacation year, or those employees who have been on layoff longer than their vacation entitlement, have the choice of taking their vacation entitlement with pay or working their vacation entitlement and receiving their vacation cheques
- j) Notification of customer-scheduled shutdowns will be posted on or before May 1st. If employees are needed during this period a list will be posted by classification and number required. Volunteers will be requested and if the need is not satisfied by volunteers then the Company shall have the right to schedule the necessary employees to work in reverse order of seniority within the classification. Employees with one or more weeks of vacation may be required to take the shutdown as vacation. Where possible, the Company will grant unpaid leaves of absence to employees during the shutdown period(s). Employees scheduled to work this shutdown will be notified by the company. Employees with less than one week of vacation may elect to take vacation or be laid off for this period.
- k) For the purpose only of computing vacation pay of an employee who was in receipt of compensation under the Workplace Safety Insurance Act or Short-Term Disability

Insurance, during any part of the year for which vacation is granted, the Company will add to the amount of vacation pay actually earned, a sum equal to the hourly rate of his/her wages for the part of the year during which he/she did work multiplied by the number of hours he/she was in receipt of Workplace Safety Insurance Short-Term Disability Insurance as the case may be during the year up to a maximum equal to the number of hours worked during that vacation year's eligibility period. In no event will such vacation pay exceed the amount he/she would have been paid had he/she not been absent.

ARTICLE 27

BENEFIT PROGRAMME

27:01 The parties have provided for an insurance program signed by the parties simultaneously with the execution of this agreement which are attached as Appendix C.

All benefits and coverages are subject to qualifications under regulations set up by the organization supplying such benefits. If any of the current coverage becomes unavailable through government plans the Company and Union agree to meet to discuss the options. Benefit coverage (medical, dental, drug, vision, hearing and life) will continue for the prescribed time beginning with the month following the month of layoff.

Less than 3 years seniority	=	1 month
3 years to less than 10 years	=	3 months
10 years or more	=	6 months

27:02 The Company will continue the above benefits for an employee who has an approved STD claim after the

expiration of the 52 week maximum as per the seniority provisions in Article 15:01.

27:03 During the life of this agreement, the Company agrees to provide the negotiated benefits with the insurance carriers that are currently providing insurance coverage for:

Medical
STD
LTD
Life **AD & D**
Prescription Drugs
Dental

The Company will notify the Union of any change in carrier prior to such change.

ARTICLE 28

BEREAVEMENT

28:01 The Company will grant an eligible seniority employee who suffers a death in his/her family, bereavement leave per the following schedule -

'Immediate Family' includes the death of a husband, wife or common-law husband or wife, son, daughter or adopted son or daughter, father or mother.

'Extended Family' includes the death of a sister, brother, grandparents, grandchildren, parents of current spouse, grandparents of current spouse, stepfather, stepmother, stepchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

Death of an 'Immediate Family' member will result in granting a leave of 40 hours of bereavement for Front-

Shift employees and 36 hours of bereavement for Back-Shift employees.

Death of an 'Extended Family' member will result in granting of a leave of 30 hours of bereavement for Front-Shift employees and 36 hours of bereavement for Back-Shift employees.

Employees are required to notify the Company prior to being absent from the plant while taking bereavement leave in order to become eligible for bereavement pay. The Company will be reasonable in respect to notification should an unusual situation occur. The Company maintains the right to require verification.

In the event that the employee is unable to attend the funeral, he/she will be granted a one-day compassionate leave with pay at straight time hourly rate.

ARTICLE 29

PENSIONS

29:01 The Company agrees to maintain a Pension Plan in accordance with the terms outlined in this agreement. A summary of the Pension Plan may be found in Appendix A.

ARTICLE 30

WAGES

30:01 Effective in accordance with Schedule "B", each employee covered by this agreement shall receive wages as indicated in this schedule effective June 10, 2001.

30:02 Employees newly hired to the Line Specialist positions will be paid 85% of the maximum rate of the classification. Upon completion of six (6) months of active employment, such employee will be paid 90% of the maximum rate of the classification. Upon completion of 12 months of active employment such employee will be paid 95% of the maximum rate of the classification. Upon completion of 18 months of active employment such employee will be paid at the maximum rate of the classification to which they are assigned. This does not apply to Skilled Trades classification. Supplemental Labour Pool employees will be paid \$12.90 per hour and after 60 working days will be raised to 85% of the Line Specialist rate.

For the purpose of article 30:02, one (1) shift worked in a calendar month will count as one (1) month of active employment if laid off.

30:03 All full-time employees working the 2nd (night shift) of the 'Front-Shift' (Monday, Tuesday, Wednesday, Thursday) and the 2nd shift of the 'Back-Shift' (Friday, Saturday and Sunday) will receive a night shift premium of \$.50 per hour. The 'Back-Shifts' (Friday, Saturday, Sunday) will also receive a premium to equalize wages from 36 to 40 hours. There will also be a Midnight shift (M1) and this shift shall receive a premium of \$.60 per hour.

30:04 Supplemental Labour Pool employees shall not be eligible for any shift premiums or other benefits available to active full-time employees as outlined in this agreement.

ARTICLE 31

TEMPORARY TRANSFERS

31:01 When temporary transfers are made by the proper procedure, the higher rate of pay will be made for the shift. Temporary transfers will be limited to 30 calendar days unless extended by mutual agreement.

31:02 Temporary transfers will be made according to the following:

- a) Where the skill set necessary to fill the vacant position on a regular workday shift (i.e. non-overtime shift) is available the highest seniority employee on the shift qualified to fill that position will be transferred. If the skill set is not available, the employee in the classification in line for overtime will be asked to work.

The Company will transfer an employee to a full shift when there is a prolonged absence (over 3 days) i.e. vacation, illness, etc. of which the Company is aware and the transferred employee will assume all of the duties, rights to overtime, etc., of the absent employee. The off-shift employee normally performing the work will have the option to go on day shift.

- b) On a scheduled overtime shift, employees in the classification in line for overtime will automatically be asked to work prior to any transfer being made.
- c) Upon consultation with the union, an employee may be transferred during a regular shift for a period not to exceed 1 month.
- d) An employee will not transfer to a higher job more than once per shift unless the employee is the only able

qualified person to perform the required work on the shift

e) The origins of employees for transfers will be as follows:

TRANSFER TO	TRANSFER FROM
Skilled Trades	Own Classification
Senior Roll Form Leader	Senior Leader On Shift
Roll Form Leader	Roll Form Helper
Roll Form Helper	Senior Qualified On Shift
Prototype Builder	Senior Qualified On Shift
Shipper/Receiver	Senior Qualified On Shift
Stockroom	Senior Qualified On Shift
Fork Truck	Senior Qualified On Shift
Inspection	Senior Qualified On Shift
First Aid	Senior Qualified On Shift
Watchperson/Custodian	General Labour Plantwide On Shift
Set-up Leader	Senior Qualified On Line
Material Controller	Senior Qualified On Line
Megamation	Senior Qualified On Line
General Labour Plantwide	Senior On Shift
General Labour <i>Line/Dept</i>	Senior On Line
Dispatch	Senior Qualified On Shift
Rework	Senior Qualified On Shift

ARTICLE 32

CONTRACTING OUT

32:01 Employees of an outside contractor will not be utilized in a plant covered by this agreement, to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them when performance of such work involves the use of Tool Room equipment or Shop tools.

The foregoing shall not affect the right of the company to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which vendors must perform to prove-out equipment.

It is the policy of the Company to fully utilize the Skilled Trades classifications in the performance of maintenance work.

In all cases, except where time and circumstances prevent it, the Company will hold advance discussion and will provide advance notice to the Union Chairperson or the Skilled Trades Rep, prior to letting a contract for the performance of maintenance work. In this discussion the Company is expected to review its plans or prospects for letting a particular contract. The discussion will include the nature, scope and the approximate dates of the work to be performed and the reasons (equipment, Skilled Trades employees, etc.) why management is contemplating contracting out the work. Further, this discussion will cover the type and duration of warranty work. At such times the Company representatives are expected to afford the Local union representatives an opportunity to comment on Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

The parties acknowledged that assigning Skilled Trades employees, when available, with vendors during installation and servicing equipment under warranty, provides the opportunity for our employees to develop knowledge and skills necessary to keep such equipment operating effectively after the expiration of the warranty period.

When the vendor (or his/her agent) is to perform warranty work, the vendor will be accompanied by one (1) member of the bargaining unit, if available, for training purposes.

It is understood that maintenance activities and tasks shall be performed according to schedules/assignments made by the Company, and that the Company will determine the deadline for completing jobs/projects. Accordingly, in circumstances where it is imperative that assignments are completed as within a given timeframe, and the on-shift Skilled Trades personnel are engaged in other work, and where the Skilled Trades employees in line for overtime have been solicited to no avail, contractors may be utilized to complete the assignment.

Cases exist where contracting out work is practical and economically feasible for competitive operations.

ARTICLE 33

FREIGHT DELIVERIES

33:01 In all deliveries of steel, etc., it will be the responsibility of the driver to prepare the truck for unloading, removal of tarps, chains, racks, etc.

ARTICLE 34

CONTRACT BOOKS

34:01 Both the Company and the Union will make every effort to expedite the printing and distribution of the new agreement, Twenty (20) copies will be given to the National Representative and twenty (20) copies to the Plant Chairperson.

ARTICLE 35

DISCIPLINARY NOTATION

35:01 No such derogatory notation placed against the record of any employee shall be used for the purpose of taking further disciplinary action against him after a period of twelve (12) months has elapsed, following the issuance of such notice. Upon the elapsed time of twelve (12) months of the first step of progressive discipline any subsequent steps will be dropped back one level.

ARTICLE 36

EDUCATIONAL LEAVE

- 36:01** The Company agrees to pay a special fund \$12.00 per quarter per employee based on average headcount for the quarter worked during the life of this agreement for the purpose of providing paid educational leave for members of the Bargaining Unit, selected by the Union, to attend courses to upgrade skills in all aspects of the Trade Union functions. Such monies will be paid quarterly into a trust fund established by the National Union, CAW and sent by the Company to the CAW Paid Education Leave Training Centre, Box 897, Port Elgin, Ontario, NOH 2C0.
- 36:02** It was further agreed that selectees 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 will continue to accrue seniority and benefits while on leave. When there are three employees or less in a classification, only one such

employee shall be granted educational leave at the same time.

ARTICLE 37

CONTRACT TERM

37:01 This agreement dated the 10th day of June, 2001 shall continue in full force and effect until the 9th day of June, 2004, and from year to year thereafter unless in any year, not more than ninety (90) days and not less than thirty **(30)** days before the date of its termination, either party shall furnish the other with notice of termination or proposed revision of this agreement. If notice of proposed revision is given, the parties hereto agree to bargain on the proposed revision, and this agreement shall continue in operation until:

- a) Either party is notified by the other in writing that it considers bargaining to be at an end and the conciliation services as provided by the Ontario Labour Relations Act have been exhausted / or
- b) **A** new Collective Agreement has been executed by the parties.

37:02 The parties agree that where additional issues arise, they will discuss concerns with the purpose of arriving at a suitable resolve to the situation.

Dated at Bracebridge this 10th day of June, 2001

**DURA AUTOMOTIVE SYSTEMS -
BRACEBRIDGE CANADA INC.**

J. Todd

R. Voll

J. Wolochatiuk

B. Smart

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS OF
CANADA (CAW)**

T. Dattilo

T. Killins

S. Taylor

L. Jackson

J. McIntyre

Mike Hines

I. Plavinskis

WAGE SCHEDULE "B"

	Effect. 06/10/01	Effect. 06/10/02	Effect. 06/10/03
GROUP 1 - Skilled Trade Designation			
Journeyman Electrician	20.91	21.86	22.91
Journeyman Tool and Die	20.91	21.86	22.91
Journeyman Tool and Die (Model)	20.91	21.86	22.91
Journeyman Machine Repair	20.91	21.86	22.91
Appr. Journeyman Tool and Die	As Per Apprenticeship Agreement		
Appr. Journeyman Mach. Repair	As Per Apprenticeship Agreement		
GROUP 2 - Plant Wide Designation			
Senior Roll Form Leader	19.50	20.20	21.00
Roll Form Leader	18.50	19.20	20.00
Roll Form Helper	17.90	18.60	19.40
Prototype Builder	17.90	18.60	19.40
GROUP 3 - Plant Wide Designation			
Shipper/Receiver	18.10	18.80	19.60
Stockroom	18.10	18.80	19.60
Fork Truck Operator	17.48	18.18	18.98
Production Support	17.43	18.13	18.93
Watchperson/Custodian	17.43	18.13	18.93
General Labour (plantwide)	17.43	18.13	18.93
Dispatch	17.43	18.13	18.93
GROUP 4 - Line/ Department Designation			
Inspector	17.90	18.60	19.40
Set-Up Leader	17.90	18.60	19.40
Material Controller	17.48	18.18	18.98
Megamation	17.43	18.13	18.93
Rework	17.43	18.13	18.93
Line Specialist	17.21	17.91	18.71

MEMORANDUM OF UNDERSTANDING

During the 1974 negotiations, the parties discussed the seniority list concerning the matter of terminology, the method of establishing the Seniority date and the basis for computing vacation and pension as it relates to the seniority date.

To resolve the questions and problems raised during this discussion, the Union and Company agreed to the following applications concerning all employees with a seniority date on or before June 12th, 1974.

1. Change term "starting date" to "seniority date" for the employees with clock numbers between 12 and 375 inclusive.
2. The seniority date for the employees with clock numbers between 406 and 745 and 397 would be unchanged and remain as shown on the seniority list date January 4, 1974.
3. For all employees who have not completed their probationary period and for all future new hires:
 - a) Any probationary employee as of June 12th, 1974 shall have his/her seniority date established in accordance with the applicable contract provision and,
 - b) Such date shall not place them above any employee with a seniority date on or before June 12, 1974.
4. Seniority employees as of June 12th 1974, with clock numbers between 406 and 745 shall receive their vacation pay based on their date of hire. **All** other employees shall have their vacation entitlement based on their seniority date.
5. Pension credits shall be determined in accordance with the Pension Plan.

Signed this 20th day of June 1974.

FOR THE UNION

J. Maloney
W. Lackie
A. MacDonald
C. Greer
D. Hoff

FOR THE COMPANY

M. Davis
G. Gefucia

March 29, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo:

During the 1986 negotiations, the parties agreed to the following relocation allowance and conditions with respect to possible application as per language concerning Preferential Hiring.

CONDITIONS

The plant to which the employee relocates is at least eighty (80) kilometers from Bracebridge. As a result of such relocation, the employee changes his/her permanent Residence. The employee must make application within twelve (12) months of Employment at the new location.

In the event an employee who is eligible to receive a relocation allowance is also eligible to receive a relocation allowance or its equivalent under any present or future federal or provincial legislation, the amount of relocation allowance provided in this letter when added to the amount of relocation allowance provided by such legislation, shall not exceed the maximum amount of the relocation allowance provided in this letter. Only one relocation will be paid where more than one member of a family living at the same residence are relocated under the provision of this letter.

AMOUNT OF RELOCATION:

Kilometers between Plant locations	Single	Married
80-159	\$665	\$1470
160-479	\$740	\$1620
480-799	\$800	\$1700
800-1599	\$965	\$2010
1600- More	\$1120	\$2310

Yours truly,

Jim Todd

Business Unit Operations Manager

DURA Bracebridge

SUBJECT: Company Travel **by** CAW Employees **No. 3**

March 29, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo

The Human Resources Department will ensure that expenses are looked after before an employee leaves, and will then help with the completion of expense reports after the trip.

People normally performing the **work** on the customer line should be the employees to travel if possible, starting with volunteers.

The employee to travel should have a valid driver's license, be of age to rent a car (25 years old), and have a birth certificate or valid passport.

The Human Resources Department will provide phone numbers to be used in the event of an emergency (customs, accident, illness).

The employee will be given directions and informed on why they are going and who they are to see.

The employee will be given as much notice as possible before leaving. The employee will receive their normal rate of pay and be paid to comply with the Collective Bargaining Agreement. The Union Chairperson or designate will be given notice of company travel by Bargaining Unit employees.

Travelling time is to be paid at the rate **of** the Collective Bargaining Agreement (including Saturdays, Sundays, Holidays).

Yours Truly,

Jim Todd
Business Unit Operations Manager
DURA • Bracebridge

March 29, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo:

The Parties acknowledge mutual concerns regarding shift rotation as expressed at the 2001 negotiations. The following is intended to address those concerns and establish ground rules for shift assignment.

- a) It is acknowledged that as a condition of employment, employees must be able to work **all** shifts.
- b) It is acknowledged that shift requirements of Groups, Classifications or Lines may change from time to time. The Company will inform the Union and affected employees as soon as possible.
- c) The sequence of rotation will normally be Days and Nights. The sequence of rotation for the Skilled Trades will be Days-Nights-Midnights.
- d) Shift Rotation will be on a two-week basis. Shift assignments will be posted by Tuesday of the week preceding the shift change.
- e) In Group 1, 2, 3 Shift Rotation will be managed within the group. In Group 4, Shift Rotation will be managed within the Line/SBU

- f) Should an employee request to work an off-shift, this may be allowed so long as the operating efficiency of the Group/Line/SBU is not affected. In the case where more employees request off-shift assignment than are available, seniority shall be the determining factor.

The Parties agree that where additional issues arise, they will discuss the concerns with the purpose of arriving at a suitable resolve to the situation.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

March 29, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo

During the course of these 2001 negotiations the Company and Union addressed concerns regarding legislative changes that have taken place or will soon be taking place.

For example, it was agreed that:

- a) notice of Layoff shall be in accordance with the Employment Standards Act, R.S.O. 1990
- b) pregnancy leave, adoption leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1990
- c) benefit continuation during pregnancy, parental and adoption leave will be governed by the provisions of the Employment Standards Act, R.S.O. 1990
- d) the parties agree to comply with Section 43 of the Occupational Health and Safety Act, R.S.O. 1990

It is further agreed that the Company will comply with the provisions of the Occupational Health and Safety Act R.S.O. 1990 and its regulations in effect as of March 1997. The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act, and Regulations made thereunder, as they existed on June 4, 1994,

as the same relates to the Union, the Company and / or its employees, shall be minimum requirements incorporated within this Collective Agreement; however, where this Collective Agreement provides higher remuneration in money **or** a greater rate, benefit, term or conditions of employment in favour of an employee(s) with respect to a particular standard, this Collective Agreement shall prevail.

Sincerely,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

March 29, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo

During the 2001 negotiations, the Company expressed the need to ensure that classifications/duties of the workforce reflect the operational necessities of our workplace. Furthermore, the union expressed concerns relative to the opportunity for advancement and protection of incumbents in current classifications.

The intent of discussions at the time of negotiations was to give a general overview of job duties and responsibilities, but not limited to the duties specified herein. Changes to job duties and responsibilities will be undertaken by the Joint Training Committee. The Company maintains its right to manage the business as per article 7.

- a) Employees currently in classifications will be deemed qualified to continue in their corresponding classifications in the new Collective Agreement.
- b) The Dispatch position will be discontinued when work associated with that position is no longer performed.
- c) The classification of Watchperson/Custodian will be discontinued when work associated with the "watchman" position is no longer performed. The "custodial" activities will be continued on a one-shift basis per front and back

shift. The incumbents will be “red circled” and the appropriate number will be retained in the job as work is available and paid at the General Labour rate. These activities will be contracted out at such time as the incumbents retire, or voluntarily leave the position. The parties **agree** to establish a rotation (front/back shift) with the incumbents.

- d) The positions **of** Line Specialist and Megamation shall perform the following duties in addition to those listed below. It is understood that tools will not be used to perform these duties. Line Specialists and Megamation should inform Set-Up Leaders **of** these incidents *to* assist in troubleshooting problems.
- Un-jam slides, pallets, tracks on the line, in-lines (bowl-feeders)
 - Un-jam rivets, nuts, studs, power-clips
 - Un-jam parts caught in spinners
 - Reset nuts on bracket lines
 - wire harnesses and bones (Power SBU)
 - Line Specialists will not perform Set-Up work other than outlined above

JOB DUTIES:

This list includes but is not limited to the following:

Prototype Builder

- language to be provided by the joint training committee and subject to review by the Company and Union Committee
- housekeeping

Quality Audit

- check parts from production

- record paperwork for findings
- computer work
- defect analysis
- reject tally sheets
- make and record labels in QC
- tinus olsen tester
- DMN's
- housekeeping

Quality Validation

- CMM \ CMC
- Gauge control
- Receiving inspection
- Computer work
- housekeeping

Quality Lab

- test production and prototype, record data
- computer work
- housekeeping

Megamation

- operate megamation
- sort parts on line
- housekeeping of Megamation area

Line Specialist

- assemble parts
- keep work area clean
- pack finished goods
- sorting defective parts on line
- housekeeping

Rollform Helper

- maintain general cleanliness of work area
- load / unload steel coils – weld strip
- dump / replace scrap bins -- maintain scrap records
- change dies / rafts tooling
- load parts in truck for e-coat
- load bins on their line
- housekeeping

Rollform Leader

- Change tooling / adjust for quality part
- Set line speeds / rates
- maintain general cleanliness of work area
- load / unload steel coils – weld strip
- dump / replace scrap bins – maintain scrap records
- change dies / rafts tooling
- load parts in truck for e-coat
- load bins on their line
- housekeeping

Senior Roll Form Leader

- lead all activities related to the operation of the Roll Form lines
- participate and oversee PM's
- support daily Roll Form activity including assist Leaders, Helpers, and Specialists as necessary
- work with Process Engineers, Skilled Trades, etc. to ensure Roll Form quality
- housekeeping

Fork Truck Operator

- Keep parts supplied to the line's
- Load & unload trucks

- Take finished goods from the line's
- Move material as required
- Load racks, shelves, etc.
- Daily pre-start check of forklift
- Housekeeping and battery maintenance

Material Controller

- lot control
- keep the parts supplied to the line
- change overs
- keep Team Leaders informed on the availability of parts
- print and apply labels
- work with Logistics as required
- housekeeping

Set-up Leader

- do change overs
- adjust proximity sensors
- adjust cylinders and replace as needed
- adjust press
- position tooling
- clear jammed parts
- perform basic trouble shooting and PM's
- maintain logbook
- housekeeping

Rework

- To pick up, view & repair the defective part, which has come off the production line.
- Do required work to salvage parts
- If parts are not salvageable, rework will dispose of said part & record same under scrap

- Once part is repaired, the part will be sent back into production.
- Fill out defect disposition sheets
- housekeeping

Stock Room

- monitor all Stock item's
- distribute all part's as needed
- receive all non-production parts
- good computer skills
- prepare re-build kits
- housekeeping

Shipper / Receiver

- Control of all documents of production parts in regard to incoming deliveries to the plant and out going shipments.
- Load and unload trucks as time permits
- housekeeping

General Labour (Line)

- To perform duties outside of the Line Specialist classification (ie. Mopping of wet floors, reworking bad tracks, large quantities as required, etc.)
- Clean up of line

General Labour (Plant Wide)

- general house keeping
- moving of furniture
- set up of chairs and tables in opportunity room
- painting at the discretion of the Company
- assist Skilled Trades as per the agreement between Company and Union (hours and scope of work to be reviewed by Company and Union each six (6 months)

Production Support

- maintain all medical logs
- provide First Aid for employees medical concerns
- must have St. Johns ambulance training
- computer work
- perform production related activities as required and as time permits
- housekeeping

Dispatch

- assist in record keeping

Watchperson/ Custodian

- maintain & sand walkways & entrances
- do all cleaning involving the power floor scrubber
- empty garbage & recycling containers

Journeyman Electrician

- Electrically connect \ disconnect all manner of machinery and equipment, bend and install conduit and other wiring,
- Lay-out, locate, and install, cabinets and distribution boxes,
- Install \ troubleshoot electrical service systems and devices,
- Install \ repair, lighting systems, heating and cooling systems,
- Install, troubleshoot, program, and repair; motors, drive control devices,
- electronic control systems (i.e. p.l.c.'s, proximity sensors, photocells, sonic sensors, electrical fastening devices, system monitoring devices and systems, etc.) testing equipment, robotic devices,

- Install, adjust, test, and repair limit switches and safety devices.
- Design and build control cabinets
- Housekeeping

Facilities Maintenance Electrician

- Lighting, panels, outlets
- Electrical repair of hand tools/maintenance tools
- Installation of 120v/480v service
- Minor building maintenance including plumbing as requested
- Installation of MIS cable
- Inspection and routine maintenance of compressors
- Spill clean-up
- Routine maintenance of tow-motors and high-lift
- housekeeping

Journeyman Tool and Die (Toolroom and Model Shop)

- Repair **all** manner of tooling, dies and jigs, and some design and build of same
- Manufacture parts from drawings (tolerances closer than +/- .002")
- Raft repair and setup
- Welding, silver soldering, etc
- housekeeping

Journeyman Machine Repair / Millwright

- Participate in and employ cost effective means of performing tasks associated with this position and as scheduled by the Company
- Dismantling, moving, erecting machinery and equipment

- that does not violate vendor/equipment warranties
- Involvement in floor layout and installation of current machinery and equipment
- Installation of electric motors (does not include wiring)
- Repair and rebuilding of conveyor drives, belting, pulleys, gears, conveyors
- Cranes, lifting devices, speed reducers and reduction boxes
- Install, troubleshoot, repair, replace; air cylinders, oil cylinders, presses, Walking beams, drive systems, motors, bearings and seals
- Pumps and compressors, pneumatic service lines (up to 2")
- Powered hand tools, machine guarding and related devices
- Pneumatic valves and systems, grease pumps and related equipment
- Hydraulic pumps and related equipment
- Assistance with brakes and clutches as required
- Fabrication of parts and equipment
- Machining of parts from drawings (tolerances greater than +/- .002")
- housekeeping

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo:

At the 2001 negotiations both the Company and the Union expressed the need to improve training and ensure employees have the opportunity to be qualified and have the knowledge to perform their jobs.

To this end the parties agreed to the following:

- Employees currently in defined classifications will be deemed qualified to continue in their jobs.
- A joint team will be established to complete a quality systems document outlining the general duties, responsibilities, qualifications and training requirements of each position. The specifics of the documents will reflect the intent of those agreed to at our negotiations.
- It is further agreed that each document will include the individual's responsibility for cleanliness of one's own work area and compliance to health and safety regulations and rules.
- The joint team will consist of the Plant Manager or designate, the Union Committee Chairperson, an incumbent in the position being discussed, and a member of the Human Resources department. Additional persons may participate as

advisors to the team as they deem necessary. This activity will be completed by July 1st, 2001 and will be reviewed every six (6) months or earlier if necessary.

- The need to ensure employees have requisite basic skills and knowledge to enter the positions of Roll Form Helper, Prototype Builder, Set-Up Leader, Inspection, Shipper/Receiver, Stockroom, Megamation, Rework, Dispatch, and Material Controller will be established. Employees wishing to enter these positions will pre-qualify. Employees who will have pre-qualified will be offered temporary transfers and/or postings in the positions listed above by seniority. Such pre-qualification will include the provision of a study manual and test covering the general technical subjects required for these positions. The content of the manual and test will be applicable to the job and recommended and developed by the Joint Training Team. The manual will be designed to allow for ease of study and acquisition of knowledge to pass the test.
- This pre-qualification will be offered twice yearly on Dec. 1st and June 1st, or at other such times as agreed to, for any employee who wishes to participate. Upon entering the posting, employees would undergo job specific technical training as recommended by the JTT.
- Regarding the position of Roll Form Leader, an employee must have worked in the position of Roll Form Helper for a period of **six** months before being fully qualified for the permanent posting of Roll Form Leader.
- It is agreed that forklift training will be included in the pre-qualification for positions that require it. The Company will provide this training and notification of the training will be

posted in **the** normal fashion and notice shall be given to the
Union.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo:

During the 2001 negotiations the company and union agreed to the usage of a Supplemental Labour Pool for the purposes of vacation, scheduled overtime, and floating holidays within the following conditions:

- Laid off employees shall be given the first opportunity to sign up and fill any vacancies in the temporary labour pool by order of seniority. The company will credit applicable credited service hours for pension purposes for laid off employees but this will not constitute a re-call for company paid insurance benefits. These employees shall pay union dues when they accumulate 40 hours of pay per month.
- Nothing in this letter shall detract from any rights of laid off employees within the Collective Agreement.
- All other supplemental labour pool employees shall pay union dues when they accumulate 40 hours of pay in a month. They shall not accrue seniority or be paid insurance or other benefits, including shift premiums and premium/overtime rates specified in this agreement, but shall be entitled to union representation with respect to their position as supplemental labour pool employees under the Collective Agreement.

- Supplemental labour pool employees shall not be assigned to a front or back shift.
- Supplemental labour pool employees shall be paid wages as specified in the Collective Agreement. Overtime will be paid for time hours worked in excess of the regular workday or hours worked in excess of the workweek according to the Collective Agreement.
- Overtime will not be mandatory for regular employees. To ensure customer requirements are met, the supplemental labour **pool** may be used to fill scheduled overtime shift vacancies, on a one-on-one basis after all employees have been canvassed.
- Regular employees will be able to take vacation within the terms **of** the vacation clause at times they so chose up to maximum of 20% of the workforce. The supplemental labour pool may be used to fill in for employees on vacation on a one-on-one basis.
- Labour pool employees shall be given the first opportunity to fill full time positions as they become available.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario

Dear Mr. Dattilo:

During the 2001 negotiations the union raised concerns relative to the skilled trades department. The objective of all employees is to minimize downtime of the equipment. In an effort to clarify issues the following was discussed:

Technicians/Set-Up Leaders

The primary purpose of the Technician is to assist the Skilled Trades and Set-Up personnel, when requested, in troubleshooting problems with production equipment and determining root-cause solutions to be implemented. The Company shall determine the work assignments to be made for both the Skilled Trades and Technicians based on customer requirements. Since the equipment is used around the clock they must also work shifts. It is acknowledged that technicians will not perform work normally performed by bargaining unit personnel.

The primary purpose of the Set-up leader is to provide technical leadership on a production line. However the parties agree that technical work that is normally performed by the Skilled Trades employees shall not be performed by the Set-up leader.

Skilled Trades Training

Training shall be provided to tradespersons on new or specialized equipment or machines. Training must ensure that

tradespersons acquire the familiarity and knowledge necessary to ensure effective maintenance and servicing of equipment. This and other training required by skilled trades personnel will be recommended by the Joint Training Team.=

Technological Change

Where the company introduces technological change, or automates its plant processes, or launches a new product or new line and such changes affect the content of jobs held by bargaining unit personnel, the company agrees to discuss these changes in advance with a view to resolving issues that may arise within the Collective Agreement. The parties agree that technological change shall not be used solely to shift work out of the Skilled Trades unit.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario.

Dear Mr. Dattilo:

During the 2001 negotiations both the company and union expressed the need to provide employees with a safe environment in which to work, and to continue to develop a comprehensive health and safety program to facilitate this.

In view of this, the parties agreed to the following:

- The company agreed to provide the Health and Safety Committee and WSIB Rep. with filing space. The parties agreed that should the union members of the committee or the WSIB Rep. need to meet when the current union office is not available, that they would do so by booking one of the on-site conference rooms.
- The parties agreed that Health and Safety meetings will be held at least once per month beginning at 9A.M. and for as much time as needed, utilizing a specific agenda.
- The parties agreed to recognize April 28th as the National Day of Mourning for workers killed or injured on the job by observing one minutes silence each year on that date.
- The parties agreed that the Occupational Health Specialist and the WSIB Rep. will establish and maintain a Modified Work Program and that this program will be reviewed by the

Health and Safety Committee and conform to the Occupational Health & Safety Act.

- A copy of WSIB Form 7s will be provided to the Union. Employees will have the option of informing the Company they do not wish this to be done.
- The parties agreed to recognize on December 6th the issue of violence against women, by observing one (1) minute of silence at 11am and lowering flags to ½ mast for the day.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

SUBJECT: Employee Assistance Program No. 11

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario.

Dear Mr. Dattilo:

During these 2001 contract negotiations, DURA Automotive and its Union Representatives discussed substance abuse, gambling, domestic violence problems in the daily operations at the plant and how it effects the daily lives of our employees, co-workers and their families. In addition to the serious consequences to the individual, both parties recognize that these issues contribute to absenteeism and turnover, along with other disruptions to the workforce, and the adverse effect on safety, the employee's job performance and the employee's morale. DURA Automotive Bracebridge, realizes the importance of a continuous co-operative effort between its Management team and the CAW officials and its DURA members in this regard and it is agreed upon to meet and discuss these problems from time to time with the view to providing assistance to the employee in conjunction with the employee's attitude towards the problem. Such assistance will include identifying the problem at the earliest stage possible, motivating the employee to obtain help, referring the employee for appropriate treatment and to rehabilitation facilities, and working together to educate both Management and Union members to recognize how to deal with these problems in a constructive manner.

It will continue to be understood that, where appropriate, employees will be allowed to apply and receive sickness and accident benefits provided they are medically authorized and in a rehabilitation facility or on an approved leave of absence in order to aid in their rehabilitation.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario.

Dear Mr. Dattilo:

During the 2001 negotiations both parties discussed their concerns with respect to implementing pro-active health and safety programs that will focus on injury prevention and better prepare hourly employees for the rigors of their daily duties.

The parties agreed to a six month trial period in which to investigate the benefits of an employee stretching regimen to be undertaken at the beginning of each shift. The purpose of this regimen would be to warm-up muscles and physically prepare employees for bending, stretching, lifting in their jobs and to avoid injuries sustained as a result of inadequate physical preparation by the employee prior to starting work.

At the end of this trial period the parties would review the program and would jointly decide whether or not to proceed with the regimen. It is understood that participation will be voluntary and that the stretching regimen shall be undertaken on the Company's time.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

Subject: Accommodation of Disabled Employees No. 13

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario.

Dear Mr. Dattilo:

In keeping with the obligations placed upon the company and union with respect to the accommodation of disabled workers, the parties have agreed to the following:

When a worker requests accommodation because of a disability, the worker will provide the necessary information required to accommodate the individual.

Step #1 - The Company and Union will first try to accommodate the individual in the job they were doing prior to their disability.

Step #2 - If the parties are unable to accommodate the individual as outlined, in Step #1, they will then try to accommodate the individual within their classification within the workplace.

Step #3 - If the parties are unable to accommodate the individual as outlined in Step #2, then the parties will try to accommodate the individual in any job within the workplace, providing such accommodation does not result in a person with more seniority being displaced, subject to Article 12.06.

In keeping with the above, at each step of this process, the parties will, in an effort to accommodate individuals, look at any number of modifications that may be necessary including but not limited to modifications of the actual job, tasks, duties, rotation,

etc. The parties agree it will **be the responsibility of the Union** WSIB Rep. or the Union Chairperson along with a member **of** management to implement this process.

Nothing in this article or Agreement will conflict with the Human Rights Code.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

**Subject: Accident and Sickness Benefit –
Language Change**

No. 14

June 10, 2001

Mr. Tom Dattilo
CAW National Representative
205 Placer Court
Toronto, Ontario.

Dear **Mr. Dattilo:**

This letter is to confirm that the Company has agreed to remove from the current booklet “Program of Insurance Benefits for Eligible Hourly Employees of Bracebridge Operation” the words “and every duty” from page 15.

It is understood by both parties that there exists a duty to accommodate a disabled employee who can return to modified duties, and both the Union and Company must adhere to this. It is also recognized by both parties that no employee has been refused STD payments in the past because the Company was unable to accommodate them, and that if a person is disabled but can do some but not all of the duties of their job, but cannot be accommodated, that the insurance carrier shall not refuse their STD payment.

Yours truly,

Jim Todd
Business Unit Operations Manager
DURA Bracebridge

Skilled Trades Supplement

Section 1

Seniority in Skill Trades Departments shall be by non-interchangeable occupation or trades within a department or group of departments. Seniority lists shall be by classification.

Section 2

Employees entering a classification or trade after the date of this agreement shall have date of entry seniority in Skill Trades.

Section 3

Production workers will not transfer seniority into the trades of classifications listed nor will Skill Trades workers exercise seniority into production or non-production groups except where a classification or trade list is eliminated or discontinued.

Section 4

Should a Skilled Trade employee become medically unfit, and unable to follow his/her Skilled Trade, both the Company and Union will cooperate in endeavoring to place such an employee on a job he/she is capable of performing, taking his/her total seniority with him/her. If placed in a non-skilled classification, he/she shall then forfeit all rights within the Skilled Trades.

Section 5

The term "journeyman" as used in this agreement shall mean any person who:

- a) presently hold a journeyman card in the plan in the Skilled Trades, or
- b) has served a bonifide apprenticeship, and holds his/her certification, which substantiates his/her claim of such service, or

c) holds a CAW or UAW journeyperson's card

Section 6

Any further employment in Skilled Trades occupation as listed in one of the above, after signing this agreement, shall be limited to journeypersons.

Section 7

Recalls shall be made in reverse order of layoff.

Section 8

Should a Skilled Trades employee who possesses journeyperson's qualification in another trade as listed, bid, or be transferred from his/her present classification into another Skilled Trades classification, He/she shall retain seniority in his/her former classification for 90 days.

Section 9

Only a journeyperson shall be considered as a lead hand in his/her respective trade with the understanding that this does not prohibit such lead hand from other Skilled Trade groups.

Section 10

The following classification shall be established in the Skilled Trades department:

Journeyperson	Tool & Die
Journeyperson	Electrician
Journeyperson	Machine Repair/Millwright
Journeyperson	Facilities Mtc. Electrician
Apprenticeship Journeyperson	Tool and Die
Apprenticeship Journeyperson	Machine Repair/Millwright

Section 11

The Company agrees to deduct the sum of one-half hour per

year as dues to the Canadian Skilled Trades Council from employees hired, rehired, reinstated, or transferred to a Skilled Trades classification or trade as listed upon receipt of individual authorization cards signed by each employee. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of April. These deductions shall be remitted to the financial secretary of the local union.

Section 12

The Skilled Trades representative and Plant Chairperson will be shown proof of qualifications of all hires into the Skilled Trades classifications.

Section 13

Nothing in this Agreement shall be construed so as to deprive any employee of Skilled Trades of any rights, privileges such as insurance, pensions, holiday or vacation pay, etc., that are covered in the body of the general Agreement.

Section 14

The Company agrees to promptly replace personal tools of skilled tradespersons worn or broken in the course of their duties when in the Company's employ. The employee must return broken or worn tools for replacement.

In addition, a one-time \$300 (three hundred) allowance will be paid during this agreement.

Section 15

All work performed in the Skilled Trades shall be done by employees who are covered by classifications outlined in this Agreement between the Company and the Union.

Summary of Benefit Program

Insurance Life	\$34,000
Optional Dependent Life	\$50,000 Spouse \$10,000 Children

Evidence of insurability would be required for those increasing their coverage more than 31 days after enrollment.

Retiree Life Insurance	\$9,000 for all current/ future retirees
AD & D	\$34,000

1. Sickness and Accident (52 week maximum)

	First 15 weeks	16-52 weeks
Effective July 1, 2001	\$345 per week	\$365 per week
Effective July 1, 2002	\$345 per week	\$385 per week
Effective July 1, 2003	\$345 per week	\$405 per week

1st day hospital, minimum stay 18 hours

1st day out-patient, no minimum

1st day accident

4th day illness

2. Long Term Disability (2 year maximum)

\$1000 monthly benefit with utilization of primary offsets

3. Hospital and Medical

Hospital and Medical coverage as provided by OHIP for all active employees and retirees and their eligible dependents.

Ambulance-OHIP approved, includes ground and air, pay remainder after OHIP.

4. Dental:

For all active employees and retirees and their eligible dependents

Orthodontics for adults/dependent children with 50% reimbursement to a maximum of \$1500. Checkups/cleaning and polishing every nine (9) months.

Inhalation / Intravenous anesthesia at 90%. No limitations.

5. Out of Province:

For all active employees and retirees and their eligible dependents

Cap remains at \$1,000,000 for active employees and \$30,000 for retirees.

6. Chiropractic:

For all active employees and retirees and their eligible dependents

After OHIP, Company pays \$20.00 per visit; maximum 15 visits annually. (\$300)

7. Vision:

Basic plan for active employees and retirees and their eligible dependents to a maximum of \$150 every two years.

8. Emergency Travel Assistance:

Coverage for active employees and retirees and their eligible dependents.

9. Hearing Plan:

Basic plan for active employees and retirees and their eligible dependents, to a maximum of \$300 every five years.

10. Prosthetics and Durable Medical assists:

Coverage for active employees and retirees and their eligible dependents.

Nebulizers/masks at 90%

PSA Blood Test at 90%. Limited to one test per year unless physician orders retest.

Viscosupplementation at 90%

Orthopedic shoes to **\$150** per year.

11. Spousal Insurance Benefit:

For a period up to and including twenty-four months after the death of an active employee, a sum of **\$350** per month will be paid to that employee's spouse (husband, wife, and co-habitant)

For a period up to and including twenty-four months after the death of an active employee, dependant medical benefits will be covered for the employee's spouse.

Transition survivor income benefits payable to a spouse shall be reduced at date of death for the insured employee by the death benefit payable under the insured employee's registered hourly pension plan.

12. Legal Plan:

CAW legal plan for active employees and retirees.

13. Miscellaneous:

Contribute \$0.01 per hour to CAW social justice fund.

\$35 Christmas voucher.

SCHEDULE 'D'

Recognized Holidays Effective June 10, 2001 Through June 9, 2002 – 1ST YEAR

HOLIDAY	2001-2002	FRONT	BACK
Canada Day	Friday June 29	Paid 8 hrs	Holiday 12 hrs
Civic Holiday	Mon., Aug.6	Holiday 10 hrs	
Labour Day	Mon., Sept. 3	Holiday 10 hrs	Paid 9 hrs
Thanksgiving	Mon., Oct. 8	Holiday 10 hrs	Paid 9 hrs
Remembrance	Sun., Nov. 11		Holiday 12 hrs
Christmas	Mon., Dec 24	Holiday 10 hrs	
	Tues., Dec. 25	Holiday 10 hrs	Paid 9 hrs
	Wed., Dec. 26	Holiday 10 hrs	Paid 9 hrs
	Thurs., Dec. 27	Holiday 10 hrs	
	Fri., Dec. 28		Holiday 12 hrs
	Sat., Dec. 29		Holiday 12 hrs
	Sun., Dec. 30		Holiday 12 hrs
	Mon., Dec. 31	Holiday 10 hrs	
New Years Day	Tues., Jan. 1	Holiday 10 hrs	Paid 9 hrs
Good Friday	Fri., Apr.12	Paid 8 hrs	
Easter Sunday	Sun Apr 14		Holiday 12
Victoria Day	Mon., May 27	Holiday 10 hrs	Paid 9 hrs
Total Hours		116	126

There will be two (2) floating holidays to be used on the front-shift and six (6) floating holidays on the back-shift. The pay for this time is shown in the respective paid eight (8), nine (9) ten (10) and twelve (12) categories.

Public Holidays shown as per Employment Standards Act =
New Year's Day, Good Friday, Victoria Day, Canada Day,
Labour Day, Thanksgiving, Christmas Day, Boxing Day = 8

SCHEDULE 'D'

Recognized Holidays Effective June 10, 2002
Through June 9, 2003 – 2ND YEAR

HOLIDAY	2002-2003	FRONT	BACK
Canada Day	Mon. July 1	Holiday 10 hrs	Paid 9 hrs
Civic Holiday	Mon., Aug. 5	Holiday 10 hrs	
Labour Day	Mon., Sept. 2	Holiday 10 hrs	Paid 9 hrs
Thanksgiving	Mon., Oct. 14	Holiday 10 hrs	Paid 9 hrs
Remembrance	Mon., Nov. 11		Paid 9 hrs
Christmas	Tues., Dec. 24	Holiday 10 hrs	
	Wed., Dec. 25	Holiday 10 hrs	Paid 9 hrs
	Thurs., Dec. 26	Holiday 10 hrs	Paid 9 hrs
	Fri., Dec. 27		Holiday 12 hrs
	Sat., Dec. 28		Holiday 12 hrs
	Sun., Dec. 29		Holiday 12 hrs
	Mon., Dec. 30	Holiday 10 hrs	
	Tues., Dec. 31	Holiday 10 hrs	
New Years Day	Wed., Jan. 1	Holiday 10 hrs	Paid 9 hrs
Good Friday	Fri., Apr. 18	Paid 8 hrs	
Easter Sunday	Sun Apr 20		Holiday 12 hrs
Victoria Day	Mon., May 19	Holiday 10 hrs	Paid 9 hrs
Total Hours		118	120

There will be one(1) floating holidays to be used on the front-shift and eight(8) floating holidays on the back-shift. The pay for this time is shown in the respective paid eight (8), nine (9), ten (10), twelve (12) categories.

Public Holidays shown as per Employment Standards Act =
New Year's Day, Good Friday, Victoria Day, Canada Day,
Labour Day, Thanksgiving, Christmas Day, Boxing Day = 8

SCHEDULE 'D'

Recognized Holidays Effective June 10, 2003
Through June 9, 2004 – 3RD YEAR

HOLIDAY	2003-2004	FRONT	BACK
Canada Day	Mon., June 30	Holiday 10 hrs	Paid 9 hrs
Civic Holiday	Mon., Aug. 4	Holiday 10 hrs	
Labour Day	Mon., Sept. 1	Holiday 10 hrs	Paid 9 hrs
Thanksgiving	Mon., Oct. 13	Holiday 10 hrs	Paid 9 hrs
Remembrance	Tues., Nov. 11		Paid 9 hrs
Christmas	Wed., Dec. 24	Holiday 10 hrs	
	Thurs., Dec. 25	Holiday 10 hrs	Paid 9 hrs
	Fri., Dec. 26	Paid 8 hrs	Holiday 12 hrs
	Sat., Dec. 27		Holiday 12 hrs
	Sun., Dec. 28		Holiday 12 hrs
	Mon., Dec. 29	Holiday 10 hrs	Paid 9 hrs
	Tues., Dec. 30	Holiday 10 hrs	
	Wed., Dec. 31	Holiday 10 hrs	
New Years Day	Thurs., Jan. 1	Holiday 10 hrs	Paid 9 hrs
Good Friday	Fri., Apr. 9	Paid 8 hrs	
Easter Sunday	Sun Apr 11		Holiday 12 hrs
Victoria Day	Mon., May 24	Holiday 10 hrs	Paid 9 hrs
Total Hours		126	120

There will be two (2) floating holidays to be used on the front-shift and eight(8) floating holidays on the back-shift. The pay for this time is shown in the respective paid eight (8), nine (9) ten (10) and twelve (12) categories.

Public Holidays shown as per Employment Standards Act =
New Year's Day, Good Friday, Victoria Day, Canada Day,
Labour Day, Thanksgiving, Christmas Day, Boxing Day = 8

DURA AUTOMOTIVE SYTEMS – BRACEBRIDGE

APPRENTICESHIP AGREEMENT

December 14, 1999

Article 1 – Agreement

The following standards of apprenticeship covering the employment and training of apprentices in the trades included herein have been agreed to by Dura Automotive Systems – Bracebridge and the CAW and its Local Union No. 61.

Article 2 - Purpose

The purpose of these standards is to make certain that proper care is exercised in the selection of apprentices and that the methods of training are uniform and sound, with the result that the successful apprentices will be equipped for profitable employment, and *to* further the assurance to the Company of a proficient journeyman at the conclusion of the training period.

Article 3 – Joint Apprenticeship Committee

A Joint Apprentice Committee (JAC) shall be established, composed of the Local Chairperson, Skilled Trades Representative, one journeyman in an apprenticeable skilled trades classification elected by the Skilled Trades Group, and three (3) Management representatives appointed by the Company. The functions and duties of the Joint Apprenticeship Committee shall be as follows:

1. To adopt procedures for the timely and orderly conduct of its business.

2. To establish the Apprenticeship Agreement, including the Apprenticeship Entrance Exam, and criteria for the evaluation of seniority and prior training.
3. To evaluate and select apprentices to be placed on course from qualified applicants.
4. To determine the assignments of apprentices; to confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company, the Union, and the Joint Apprenticeship Committee in the Apprentice Program and to ascertain that the apprentice understands the status and obligations as an apprentice.
5. To review every thirty (30) days and, where necessary, on a more frequent basis the training and progress and work schedule of individual apprentices.
6. To confer on problems raised by apprentices.
7. To confer with apprentices where it appears that the apprentice is failing to perform the obligation as an apprentice. The Joint Apprenticeship Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with the apprentice's related training.
8. To deal with matters concerning the application of the terms of the Apprenticeship Agreement and matters connected with the continued improvement of the Apprenticeship Program.
9. To make recommendation with respect to the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to the apprenticeship, Such decisions may be appealed by the apprentice to the Local Union Committee as per the collective agreement.

10. To study the effects of the employment of apprentices on the employment of journeypersons and other matters that may involve the training of apprentices by journeypersons.
11. To receive regular and special reports regarding apprentice training, including the number and distribution of apprentices as determined by the company
12. To approve the issuance of certificates of graduation.
13. To discuss and recommend changes in the related training, of the Apprentice Program and to recommend such schedules for future trades. The Company and the National Union may adopt and agree to such recommendations.
14. To issue periodic reports to the parties hereto on the operation of the program and to discuss and recommend changes in the Apprenticeship Agreement, which may be negotiated at the proper time.

Article 4 - Qualifications

Apprentices shall be selected for this training course in accordance with the current Job Posting language outlined in Article 14 of the Collective Agreement and by standards established herein by the Joint Apprenticeship Committee (JAC).

Applicants must meet the following criteria:

- a) Shall be at least age eighteen (18).
- b) **All** applicants must meet the regular employment requirements of all hourly employees determined by the Company including the physical requirements for the applicable trade and satisfactorily pass the **Entrance Exam** as determined by the JAC and provided by the Human Resources Dept. In the event the qualifications of applicants are equal in all other respects, preference shall be given applicants who are

seniority employees of the Company. The minimum educational requirement shall be Grade XII or its equivalent.

- c) Selection of Apprentices under the Program shall be made from qualified applicants in accordance with the standards established herein, and on the basis of qualifications alone and without regard to race, religion, colour, national origin, sexual orientation, or other prohibited grounds.
- d) A Skilled Trades Employee will not be eligible to apply for any apprenticeship intake, unless such Skilled Trades Employee's classification has been discontinued.
- e) Apprentices who are terminated or who voluntarily remove themselves from the Apprentice Program shall not be eligible to apply for any future openings, save that, in case of a voluntary removal, the apprentice may be considered for further eligibility only if, in the opinion of the JAC, the apprentice can establish that the reasons for such removal were due to exceptional circumstances beyond the apprentice's control and that such circumstances will no longer prevent the apprentice from diligently performing the work of the trade and related training. If the JAC so approves reconsideration, the employee may apply for future openings in the manner otherwise provided and will be considered on the same basis as all other applicants.
- f) The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.

Article 5 - Applications

Applications for apprenticeship training shall be received by the Human Resources Department from individuals who wish to

prepare for their future as journey persons through apprenticeship training as outlined in article 14 of the collective agreement. A copy of all applications for apprenticeship shall be provided to the JAC.

- a) Applications for apprenticeship will be accepted by the Human Resources Dept. from seniority employees (employees within the Bargaining Unit) who consider themselves eligible under this program of training.
- b) A notice of the aptitude examination will be posted on the Company's bulletin boards for not less than one week, and prior notice of such postings will be given to the Joint Apprenticeship Committee. All eligible applicants will be contacted one week prior to testing.

Article 6 - Apprenticeship Agreements

Apprentices shall be entered into the program by separate apprenticeship agreements between the apprentice, the Company and the Joint Apprenticeship Committee. A copy of each Apprenticeship Agreement will be furnished to the Company and to the Joint Apprenticeship Committee. Each Apprenticeship Agreement will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch.

Article 7 - Supervision of Apprentices

Administration of the Apprenticeship Program shall be the responsibility of the Human Resources Department and Apprentices shall be supervised by the Maintenance Supervisor or his/her designate. Qualified personnel shall be charged with responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period.

Article 8 - Discipline

An apprentice may be disciplined for such causes as inability to learn, unsatisfactory work, inability to perform or other causes related to the apprenticeship. An apprentice may be placed on probation or the apprenticeship may be canceled or terminated and the apprentice dismissed for such causes. Any disciplinary layoff given an apprentice or any cancellation or termination of an apprentice's apprenticeship for causes related to the apprentice's apprenticeship shall be reviewed as specified in Article 3 (9) of the Apprenticeship Agreement.

Article 9 – Resignation/ Grace Period

The Apprentice shall have the right to terminate participation in the Apprenticeship Program at any time upon three days' notice in writing to the Human Resources Department. The Company reserves the right to retain the employee in the Apprenticeship Program for a period not exceeding two (2) weeks. In the event that an Apprentice resigns their position within the first 1000 hours of the apprenticeship, the employee will then return to their previous classification in the bargaining unit. If the employee chooses to resign after the first 1000 hours of the apprenticeship, that employee shall then move to an open available position in the Line Specialist classification. If no such vacancy exists they will bump the least senior employee plantwide in this classification.

Article 10 - Wages

- a) Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:
 - 1st 2000 hours not less than 80% of the skilled trades person's basic wage rate

- 2nd 2000 hours not less than 85% of the skilled trades person's basic wage rate
 - 3rd 2000 hours not less than 90% of the skilled trades person's basic wage rate
 - 4th 2000 hours not less than 95% of the skilled trades person's basic wage rate
- b) The Company agrees to pay for, on behalf of apprentices covered by this agreement, books, registration fees and/or tuition required in connection with related training under the Apprenticeship Program.
- c) If the apprentice is laid off, the apprentice may elect to continue school classes. Tuition and book cost will be paid upon recall and evidence of successful completion and receipt of payment of such expenses.
- d) The apprentice shall be paid his /her regular hourly rate for actual school attendance. If the apprentice is sent to a Community College, Trade School etc., for any period of time, the Company agrees to make up the difference in pay he /she would have received had he /she remained in the plant.
- e) Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- f) Bargaining Unit employees, whose starting rate or credit level under the Apprenticeship Program **would** place them at less than their present rate, will remain at their present rate until normal advancement within the Apprenticeship Program places them at a higher rate.

- g) When an apprentice has successfully completed the required hours of training established by the Apprenticeship Agreement, the apprentice is to receive the maximum rate paid to skilled trades persons in the trade in which the apprentice has served the apprenticeship after approval of the completion of training by the Joint Apprenticeship Committee. Further increases above the starting rate shall be in accordance with the time schedule contained in Wage Schedule "B" in the Collective Bargaining Agreement.

Article 11 - Tools

Apprentices are required to purchase their own tools. However, the Company shall provide an interest-free loan to the apprentice for the purpose of purchasing tools for his/her trade. The amount and application of the loan must be approved by the company, and proper receipts/documentation must be provided by the apprentice. The JAC may make recommendations with respect to tool contents deemed necessary for each trade.

If the apprentice leaves the apprenticeship program because of the Company's direction, the Company shall reimburse the amount paid off on the loan by the apprentice and the tools shall become the property of the Company.

If the apprentice leave the Apprenticeship Program voluntarily, the apprentice shall have the option of:

- a) Immediately repaying the balance of the loan, at which time the tools become his/her property.
- b) Not repaying the balance of the loan at which time the tools shall become the property of the Company without reimbursement.

Specialized equipment currently supplied to journeypersons by the company shall also be supplied to the apprentice.

Article 12 - Certificate

Upon the satisfactory completion of the term of apprenticeship the Joint Apprentice Committee shall recommend to the applicable Provincial Government Agency that a certificate signifying the satisfactory completion of the term of apprenticeship be issued to the apprentice.

Article 13 - Seniority

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% of time spent in the program as seniority in his or her respective trade classification.

Article 14 - Ratio of Apprentices to Journeypersons

The ratio of apprentices in training in a trade shall not be more than one apprentice to one journeyperson unless otherwise approved by the Joint Apprentice Committee. When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off. When an increase in force occurs in a trade where apprentices were employed, apprentices shall be recalled at the ratio of one (1) to one (1) before a new employee who possesses the qualifications of a journeyperson is hired.

No apprentice will commence an apprenticeship in a trade where journeyman/woman is laid off in the same trade, unless the Joint Apprenticeship Committee agrees.

Article 15 – Related Instruction and School Attendance

Each apprentice shall be enrolled and attend classes for a total minimum number or related instructions hours as outlined in the Shop Schedule for each particular trade. Enrollment shall be coordinated through the Ministry of Training – Apprenticeship Client Services Branch.

The JAC shall recommend the location and method of training (day release or block release) to the Company for approval. The schedule of related instruction shall be outlined in the Appendices attached hereto, or as may be supplied the academic institution.

In case of failure on the part of any apprentice to **fulfill** their obligation with respect to attendance at classes, the JAC may recommend to the Company to suspend or revoke the employee's status as an apprentice. The apprentice hereby agrees to abide by any such determination of the company as recommended by the JAC.

The Registration Agencies and the Local Union, and the **CAW** shall be notified of any such cancellation, as this will terminate the eligibility **of** the apprentice as a student.

Article 16 - Length of Training Program/ Shop Schedules

Apprentice courses are set forth and established in the provincial government's Shop Schedules. The number of hours required for graduation varies somewhat between different trades. Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation.

All overtime actually worked during any term period shall be counted as straight time hours worked and applied against the period total. If, in the opinion of the JAC, an apprentice is working excessive overtime hours as to unduly shorten the length of the training program, the JAC may recommend that the number of hours credited towards the completion of the program be limited.

Article 17 - Prior Training

An apprentice applicant:

1. Who has had prior training in a recognized apprentice training program, or
2. a Dura seniority employee who desires to enter the apprentice training program, or
3. An apprentice who, has had military service.

will have such training and experience evaluated in accordance with the standards established by the JAC, provided that adequate documentation is provided by the applicant including diplomas, certificates, degrees, transcript of marks, course description and hours, upon application.

Article 18 - Related Training

The Company shall provide the required related training set forth during the apprenticeship.

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements on or after the effective date of this Agreement shall be subject to overtime or premium pay under Article 20 of the Collective Bargaining Agreement and corresponding sections of other agreements, but such time shall be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Company.