

COLLECTIVE AGREEMENT

between

THYSSENKRUPP BUDD CANADA INC.

and

**THE NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW)
AND ITS LOCAL 1451**

APRIL 24, 2006

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This Agreement is made the **24 day** of April, **2006** between Budd Canada Inc., herein called the "Company", and The National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW) and its Local 1451, herein called the "Union."

PURPOSE OF AGREEMENT

The Company and the Union agree that their relationship is one of mutual respect and responsibility and the purpose of this Agreement is to maintain harmonious relations between the parties and to facilitate orderly adjustment to grievances, complaints, and disputes, which may arise from time to time between the Company and the Union. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

PREAMBLE

The objective of ThyssenKrupp Budd Canada Inc. plant located in Kitchener, Ontario, Canada is to operate a cost effective assembly plant which provides outstanding service to our customers through a high quality product, just in time delivery, and responsiveness to their needs.

We intend to achieve high levels of productivity through the effective utilization and integration of people, materials, customers, and suppliers, with dignity and respect.

Our commitment of excellence requires the active involvement of all our employees and a safe work environment which emphasizes, ~~trust~~, employee and organizational growth and development.

PREFACE

It is the policy of the Company and the C.A.W. that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, colour, age, sex, national origin, marital status, political or union affiliation, creed, sexual orientation or disability.

ARTICLE I RECOGNITION

1.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all its employees in its plant(s) in the Regional Municipality of Waterloo, Ontario, save and except supervisor, all those above the rank of supervisor, office and plant clerical and technical personnel, engineering department personnel, medical department staff, sales staff and security guards, in the determination of rates and pay, wages, hours of work and all other working conditions.

The jobs as defined in Appendix "A" which is part of this Agreement, shall constitute the bargaining unit. Should any dispute arise due to change of an existing classification, or introduction of new classification by the Company, the Union will have the right to grieve such action by the Company, such grievance to commence at Step III of the grievance procedure.

1.02 Any person outside the bargaining unit shall not be permitted to perform work normally performed by an employee in the bargaining unit except

- a) in an emergency
- b) in the instruction and training of employees.

If a supervisor develops a continuing course of conduct contrary to the intent of this article and Union complaints continue, the matter will be given special attention at Step III by appropriate management officials.

**ARTICLE II
MANAGEMENT RIGHTS**

2.01 The Union recognizes the right of the Company to hire, promote, transfer, demote, retire under the provisions of the Pension Plan and lay off employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

2.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

2.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes to these rules and regulations will be meaningfully discussed with the Bargaining Committee before publication.

2.04 Nothing in this Agreement shall be deemed to restrict the Management in any way in the performance of all functions of management except those specifically abridged or modified by the Agreement.

2.05 The Company agrees that its management rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

**ARTICLE III
STRIKES, STOPPAGES AND LOCKOUTS**

3.01 The parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words "strikes" and "lockouts" as used herein, are agreed to have the meanings defined for these words in the Ontario Labour Relations Act.

**ARTICLE IV
UNION SECURITY AND CHECK-OFF**

4.01 All employees who are members of the Union as of the date of this Agreement, will be required to continue to be members of the Union as a condition of employment.

4.02 Any employee who is hired after the date of this Agreement, will sign an authorization form provided by the Union, at the time of hire, and shall become a member of the Union and will be required to continue to be a member of the Union as a condition of employment.

4.03

- a) The Company will deduct from the pay of each employee who is a member of the Union, the initiation fee, monthly dues and other assessments authorized by the constitution of the Union. Such Union dues to be deducted after an employee has worked forty (40) hours in any one (1) month, or received pay equivalent to forty (40) hours worked.
- b) Bonuses and profit sharing will be subject to dues as they are considered regular pay under the constitution.
- c) The Union will advise the Company in writing of any changes to existing deductions two (2) weeks prior to the first full pay period of the month in which the change is effective.

- d) Employee dues payable ~~on the~~ basis of **Supplemental** Unemployment Benefits will be deducted from the employee's subsequent *S.U.B.* payment or ~~the employee's next~~ regular pay, whichever ~~comes~~ first.
- e) Union dues will be voluntarily deducted from monthly **benefits** payable to a ~~retired~~ employee ~~at~~ a rate of ~~one~~ dollar (\$1.00) per month.

4.04

- a) A list of the total number of seniority employees ~~along~~ with all sums deducted ~~as~~ above, shall be remitted by ~~the~~ Company to ~~the~~ Financial Secretary of the Local Union by the 15th of ~~the~~ month following the end of the month in which the deductions were made.
- b) The list will contain ~~the~~ employee's name, badge number, along with the amount of such deductions ~~and~~ the reason, if any, why ~~no~~ deductions were ~~made~~ from certain employees. ~~This~~ list will also indicate any seniority employee ~~terminated~~, transferred ~~out~~ of ~~the~~ Bargaining Unit, on layoff, leave of absence, or died.
- c) The Financial Secretary of the Local Union shall notify ~~the~~ Company in writing of corrections ~~to~~ be made to ~~sums~~ deducted.
- d) The following ~~lists~~ will be ~~sent~~ by mail to the Financial Secretary to the Local Union hall:
 - (i) Three (3) lists showing the employee's name, badge number, **address**, postal code, telephone number and social insurance number, monthly.
 - (ii) Three (3) alphabetical lists, monthly.
 - (iii) Master name word list, weekly.
 - (iv) Termination list, weekly.
 - (v) Weekly Indemnity ~~and~~ Workplace Safety and Insurance Board.

4.05 The recording in the books of the Company of the amounts so deducted shall constitute such **amounts as monies** held by the Company in trust for the Union.

4.06 Any dispute **as** to an alleged breach of the provisions of this article or **as** to the interpretation **of** any of the terms or conditions thereof, shall be dealt with under the grievance procedure beginning at Step III.

4.07 Unless prohibited by the law, the Company agrees to include on an employee's T-4 slip for income tax purposes, the total union dues paid for the year excluding any initiation fees.

4.08 The Union shall indemnify and save the Company and the Trustee of the Budd-CAW Supplemental Unemployment Benefit Plan Fund harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article or in reliance on any list, notice or assignment furnished under any of such provisions.

4.09 The following procedure will be applied for the payment and reimbursement of employees on authorized Union Leaves of Absence:

- (i) The President of C.A.W. Local 1451 or his/her designated representative will authorize Union leaves of absence to be paid by the Company on behalf of the Local Union on a form supplied by the Company.
- (ii) The Company will bill C.A.W. Local 1451 on a monthly basis for reimbursement of all monies paid to employees authorized for such leaves. Vacation pay and any contributions paid by the Company on earnings paid to employees (i.e. C.P.P., U.I.C., etc.) will be included in the monthly billings.
- (iii) All billings are payable by the C.A.W. Local 1451 to ThyssenKrupp Budd Canada Inc. upon receipt.

An employee on a leave of absence authorized as above, will be paid for his/her lost time at his prevailing hourly rate, plus all applicable premiums (i.e. Cola, Shift, etc.). Any monies received by an employee under the terms of this Agreement, will not be included in the calculation of his/her prevailing hourly rate, or S.U.B. Fund, Pension Plan and Paid Education Fund contributions.

- (iv) Should C.A.W. Local 1451 be unable to comply with the terms of this Agreement with respect to reimbursing the Company for monies owing the Company shall reserve the right to terminate this Agreement.

ARTICLE V UNION REPRESENTATION

5.01 PLANT CHAIRPERSON

- a) The Company agrees to recognize a fulltime Plant Chairperson to be elected or appointed plant-wide.
- b) The Plant Chairperson will be allowed the fulltime of his/her shift for the purpose of facilitating orderly adjustments to any grievances, complaints, or disputes which may arise from time to time between the Company and the Union.
- c) The Plant Chairperson will be paid at the rate of the highest paid skilled classification plus twenty-five cents (\$.25) per hour.
- d) The Plant Chairperson shall lose no seniority in his/her former job or classification and shall be returned to that classification upon returning from office. He/she will be subject to the provisions outlined in Article VIII.

5.02 COMMITTEEPERSONS

- a) The Company ~~agrees~~ to recognize five (5) Committeepersons as outlined in Appendix "B".
- b) The Committeepersons will be allowed the fulltime of their shift for the purpose of facilitating orderly ~~adjustments~~ to any grievances, complaints, or disputes which may arise from time to time between the Company and the Union.
- c) ~~The~~ Committeepersons will be paid at the rate of the highest paid skilled classification plus ~~fifteen~~ cents (\$.15) per hour.
- d) The Committeepersons shall lose no seniority in their former job or classification(s) and shall be returned to that classification(s) upon returning from office. They will be subject to the provisions outlined in Article VIII.

5.03 STEWARDS

- a) ~~The~~ Company agrees to representation by Stewards as outlined in Appendix "B".
- b) A ~~Steward~~ will be allowed time off during his/her shift to attend to his duties, as such, in accordance with the following:

Workforce Levels	Steward Representation and Time Off
1 to 125	1 at 4 hours per day
126 to 200	1 at 8 hours per day
201 to 299	1 at 8 hours per day and 1 at 4 hours per day
Over 300	2 at 8 hours per day

For the purpose of determining workforce levels, the two (2) week shift change schedule will determine the permitted Union representation.

- c) In accordance with the above schedule of hours, Stewards will be paid at their applicable prevailing hourly rate while participating in in-plant Union business.
- d) Each Steward will report to his/her immediate Supervisor at the beginning of his/her shift.

5.04 CHIEF STEWARD

The Company agrees to recognize one (1) Steward who will function as Chief Steward on each "B" Shift and the "C" shift respectively. It is understood that the Chief Steward may represent a Committeeperson on "B" and "C" shifts.

5.05

- (a) The Chairperson and the Committeepersons will constitute the Bargaining Committee for the purpose of meeting with management including contract negotiations.
- (b) The President of the Local Union will be entitled to be present at all meetings with management, including contract negotiations.

5.06

The Company will supply the Union with office space, desks, tables, chairs, telephones, filing cabinets, computers, and printers on Company premises, as mutually agreed upon.

5.07 UNION ELECTIONS

- a) The election of Union representatives shall be held on Company premises and shall be in ~~conformity~~ with this Contract providing the Company has been notified in advance of any such elections. The elections may not be held on Company time. Locations to be agreed upon by the parties.
- b) During the life of the Collective Agreement, the Company will pay the nine (9) members of the Local Union election committee for time lost from their work at their prevailing hourly rate plus COLA and shift

premium where applicable, to a maximum of eight (8) hours per person for polling purposes **only**, in order to conduct one (1) Executive Board and **one** (1) Bargaining Committee election.

5.08

Union representatives will adhere to the following procedure: **He/she** requests and receives permission from his/her Supervisor or his/her designated representative to leave his/her work. Such permission will not be unreasonably withheld. The Union recognizes that cases may occur where the Company may need a reasonable period of time to provide a replacement.

5.09 Union officers will be paid for all time lost from their work at their prevailing hourly rate, except **as** specified elsewhere in this article, while participating in in-plant Union business and for all meetings with the Company including Step **IV** of the grievance procedure for the Plant Chairperson **and** the Committeeperson involved and for all meetings with the Company for the purpose of contract negotiations.

5.10 The Plant Chairperson or any Member of the Bargaining Committee or hisher designate, shall arrange in advance with the Labour Relations Manager **or** hisher designate for all meetings not specified in the grievance procedure.

5.11

- a) The Company will grant, upon request **from** the Plant Chairperson (or any member of the Bargaining Committee in the Plant Chairperson's absence), or the President of the Local Union, permission for Union representatives to leave the plant on Union **business**, without pay, providing such request is made in writing at least one (1) day in advance, to the Labour Relations Manager **or** his/her designate. It is understood that the above will never exceed a maximum of fifty **(50)** employees at any one **time** and whenever possible no more than ten per cent (10%) of the total active employees **from** any single department.
- b) The Union may designate an alternate who will function in the absence from the plant for each Union Representative. Notice of such

alternate shall be given in writing by the Plant Chairperson or his/her designate to the Labour Relations Manager or his/her designate before such alternate functions. There shall be no duplication of payment in the case of a Union Representative being absent from the plant, except for contract negotiations, in which case alternates will function in the absence of the Representative but will not themselves be replaced by alternates.

No alternates will be authorized for the Union President, Chairperson, Committeepersons, W.C.B., and Benefit Representatives for prime vacation periods or casual absences of less than one week.

The Safety Representative will be replaced while absent for vacation of one or more weeks during the prime vacation period provided a press line or assembly module is scheduled to work. The replacement must be a certified member of the Joint Health and Safety Committee established in Article 17.01. If Committee members are scheduled to work during such period the senior employee will be appointed. If no committee member is scheduled to work the senior person not working will be appointed.

His privilege to leave his job is limited to the handling of safety matters relating to or arising from the work during the Safety Representative's absence, on behalf of employees working during such absences.

- c) When time is required during the regular shift to attend to Union business related to in-plant problems at the Local Union Office, Members of the Bargaining Committee, Benefits Representative, Workers' Compensation, and Safety Chairperson will advise the Labour Relations Manager or his designate, prior to leaving Company premises.

5.12

- a) The Plant Chairperson and Bargaining Committee will be on the steady "A" day shift.

- b) The Recording Secretary and Financial Secretary will be retained on day shift as long as work which he/she can perform is available.

The provisions with respect to rotating shifts and steady days sometimes requires the Company to retain an extra person on a job to retain a Union Official on steady days. The parties agreed that the extra person could be assigned to any job in his/her classification provided he/she will not be assigned outside hisher department so long as there are extra persons working in his/her department.

5.13 Time Study Representatives will only be allowed time off their job at the request of any Member of the Bargaining Committee on the "A" shift and at the request of any Steward on the "B" or "C" shifts, and is subject to the provisions of Article 5.08 and as otherwise provided for in the applicable letters of agreement between the parties.

ARTICLE VI GRIEVANCE PROCEDURE

6.01 Any request by an employee to discuss a complaint or grievance with his/her Union Representative, will be granted promptly without undue delay after the employee has advised his/her Supervisor of his/her complaint or grievance.

Any grievance alleging violation, misinterpretation or misapplication of the terms of this Agreement relating to the rates of pay, wages, hours of work, or any other working conditions, shall promptly be taken up orally by the employee and his/her Union Representative with the employee's immediate Supervisor in an office. The complaint will be discussed in detail and any witnesses, if necessary, will be present at the request of either party.

If the grievance or complaint is not resolved at this Step, the employee will be granted a reasonable period of time to discuss or file a grievance in the Union Office.

6.02 STEP I

If no agreement is reached at the time, the Steward will present the grievance in writing to the Supervisor on the form provided by the Company. Where possible, all grievances shall specify the Article or Section(s) of the Agreement which **are** claimed to have been violated. The Supervisor will date and initial the grievance.

The Supervisor involved, or his/her designate, shall render the answer with an explanation **on** the grievance, personally to the Steward involved, or his/her designate, within two (2) working days after the conclusion of the presentation of the grievance to him/her.

6.03 STEP II

If no agreement is recorded by the Supervisor and the Steward or **Union** Representative, the grievance shall be taken up in an office within two (2) working days with:

- a) The Department Head or his/her designate
- b) The Supervisor
- c) The Griever
- d) The Steward
- e) The Committeeperson
- f) The Industrial Relations Representative, if necessary
- g) Witness(es) if necessary, at the request of either party.

The Department Head will review the **grievance** and render his/her decision within two (2) working days after the meeting to the Committeeperson involved or his/her designate.

6.04 STEP III

If no agreement is reached **with** the appropriate Department Head, the Chairperson or designate may appeal the grievance to the Labour Relations Manager or his/her designate not later than five (**5**) working days after the Department Head's disposition in the second step. The grievance will then be discussed at a meeting arranged between the Bargaining **Committee** and Management Committee and will include the appropriate Department

Head(s). Such meeting will be held every two (2) weeks or more frequently as agreed upon. An agenda will be submitted by the Union forty-eight (48) hours prior to the scheduled meeting date, excluding Saturday and Sunday.

Within five (5) working days after such meeting, the Labour Relations Manager or his/her designate representative shall give a written answer to the grievance personally to the Chairperson or his/her designate. The Company agrees that the Labour Relations Manager, or his/her designate will be available for consultation with any member of the Bargaining Committee at any reasonable time.

6.05 STEP IV

Any grievance not satisfactorily settled at Step III, may be appealed to an impartial umpire within thirty (30) working days of receipt by the Union of the written decision of the Company provided for in Step III. If the parties fail to agree to the selection of an umpire within ten (10) days after receipt by the Company of notice to appeal, then the parties agree to forthwith request the Labour Management Commission for the Province of Ontario to appoint an umpire.

6.06 The impartial umpire shall not have the right to alter, amend, add to, subtract from or eliminate any of the terms and provisions of this Agreement except as otherwise provided herein. The decision of the umpire shall be final and binding upon the parties.

6.07 The expenses of the umpire shall be shared equally between the parties.

6.08 Representative(s) of the National Union may be present at any meeting with Management at the Union's request.

6.09 The Union may withdraw, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure, and the Company may settle without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.

6.10 Any grievance not carried to the next step by the aggrieved party within the time limits prescribed herein or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given on the grievance form.

6.11 It is agreed and understood that all grievances shall be filed within seven (7) working days of the alleged violations of the Agreement and no claim, including claim for back wages, whether for an employee covered by this Agreement or by the Union against the Company, shall be valid for any period prior to the date the claim was first filed in writing, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that he/she or the Union had grounds for such claim prior to that date, in which case the claim shall be limited retroactively to a period of fifteen (15) days prior to the date the claim was first tiled in writing.

6.12 The Plant Chairperson or his/her designate will have the right to file a policy grievance with the Labour Relations Manager or his/her designate. A Policy grievance is defined and limited to one which alleges a misinterpretation or violation of a provision of this Agreement, and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance. Such grievance will be referred to grievance procedure commencing at Step III and shall be dealt with at a special meeting to be arranged by the parties but in any event no later than two (2) weeks following the date the grievance was filed unless extended by mutual agreement.

When a policy grievance claiming redress has been upheld, the Company will be required to pay redress subject to the provisions of Article 6.11.

6.13 Group grievances will be processed in the normal manner commencing at Step I and will be signed by two (2) or more affected employees.

6.14 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance to commence at Step III.

6.15 Up to and including Step III, no employee will suffer a loss of earnings due to time spent on the grievance procedure. This will also apply to one (1) grievor being paid eight (8.0) hours per day to attend Step IV of the grievance procedure.

ARTICLE VII DISCIPLINARY ACTION

7.01 Any employee who is to receive a written warning, suspension or discharge shall be removed from his/her work station and taken to an office by the conclusion of the first regular non-overtime shift following the shift on which the offence occurred. He/she may, if he so desires, request and obtain the presence of his/her Steward to represent him/her during such an interview. During such interview, the employee will be advised of the offence committed.

7.02 Following a full investigation of the details, the Supervisor will advise the Employee and the Steward of the penalty to be imposed on the third regular non-overtime shift following the one on which the offence occurred.

The Company agrees that when it intends to issue 7.02 to an Employee, he/she will be taken to an office.

7.03 However, 7.02 shall not apply when the alleged Violation may endanger the safety of himself/herself or other employees or be of such a nature that it would be inadvisable to retain the Employee in the plant.

7.04 Any suspended or discharged Employee who maintains that he/she has been unjustly dealt with shall have the right to have his/her case reviewed by the Labour Relations Manager or his/her designate and the Bargaining Committee provided that a written grievance is filed with the Labour Relations Manager or his/her designate within five (5) working days after his/her discharge or suspension.

Prior to the hearing outlined above and subsequent to the submission of a grievance, the Plant chairperson or a Member of the Bargaining

Committee shall review ~~the~~ factors relative to the ~~case~~ with the ~~supervisor~~ initiating the disciplinary action. Such hearing to be held within two (2) working days of ~~the~~ receipt of said grievance unless extensions are mutually agreed upon.

7.05 At such hearing, the ~~Labour~~ Relations Manager or his/her designate shall advise the Bargaining Committee of the incident upon which ~~the~~ Company's action is based. ~~The~~ Supervisor and witnesses will be present at the request of either party. The Griever shall then provide the ~~Labour~~ Relations Manager or his/her designate with his/her explanation of the incident and his/her actions. After due consideration of all involved facts, the Labour Relations Manager or his/her designate may

- a) Confirm the ~~Company's~~ action in dismissing or disciplining the Employee, or
- b) Reduce or eliminate ~~the~~ penalty.

The Union will be advised of the outcome within ~~three~~ (3) working days after the conclusion of the hearing.

7.06 Upon receipt of the Company's decision by the Union, the Union will have the right to proceed to Step IV of the grievance procedure.

7.07 An Employee and his/her Steward will be tendered a copy of any warning, suspension, or discharge at the implementation of 7.02 which will state the dates of the ~~penalty~~ to be served. In the event of group discipline involving suspensions of five (5) or more Employees, the Supervisor(s) will inform the Employees and Union Representative(s) in writing in an office of ~~the date(s)~~ of any penalties to be served within five (5) working days following 7.02. Any suspension will be served within sixty (60) working days of the offence.

Any Employee absent for unrelated reasons ~~on~~ the dates he/she is scheduled to serve a suspension may have such suspension rescheduled by his/her Supervisor within the above ~~sixty~~ (60) day period. A warning or suspension notice will remain in effect not to exceed twelve (12) months from the date of violation. Once a warning or suspension has expired, then other related offences will be reduced in status accordingly, six (6) months

following the date of expiry. Outdated disciplinary notices will be returned to an Employee upon request.

7.08 It is mutually agreed that the Arbitrator shall have the right to modify penalties in suspension and discharge cases only.

ARTICLE VIII SENIORITY

8.01 PROBATIONARY EMPLOYEES

Employees shall be regarded as probationary employees until they have worked fifty (50) accumulated days in any twelve (12) month period. After fifty (50) accumulated days employment within a (12) month period as provided above, the names of such employees shall be placed on the seniority lists for their respective seniority groups as of the first date of hiring during such twelve (12) month period.

HIRING RATES:

New skilled trade employees hired/rehired on or after the effective date of this Agreement shall be hired at a rate not less than 85% of the rate of the classification to which they are assigned during the first fifty (50) days of active employment.

New non-skilled employees hired/rehired on or after the effective date of this agreement shall be paid at 85% of the rate of the classification to which they are assigned during the first nine (9) months of active employment after which they will be paid at 92.5% of the rate of the classification for an additional nine (9) months. Following eighteen months of active employment, employees will be paid at full rate of their classification.

Prevailing hourly rates for newly hired employees will be adjusted to eliminate the reductions upon attaining nine (9) months or eighteen (18) months, whichever is applicable.

8.02

- a) The dismissal of a probationary employee shall not be the subject of a grievance unless the reason for his/her dismissal was based on race, colour, sex, sexual orientation, creed, national origin, Political or Union activity. This shall not prevent him/her ~~from~~ lodging a grievance on working conditions.
- b) A probationary employee who maintains he/she ~~has~~ been unjustly terminated, shall have the right to have his/her case reviewed by ~~the~~ **Labour** Relations Manager or his/her designate with his/her Committee person present.

8.03 When two (2) or more employees start to work on the same date, they ~~are~~ placed in badge number order on the seniority list.

8.04 Four (4) master seniority lists of all employees in the Bargaining **Unit** will be furnished to the local Union every thirty (30) days. For the purpose of Union elections, four (4) copies of the master and departmental seniority lists will be supplied to the Union provided advance notice of one (1) week is given to the Company.

8.05 The Company will post and update its departmental seniority lists for each department every thirty (30) days and will forward three (3) copies to the Union. This list will indicate each employee's badge number, name, classification, department, seniority **group** and the Company seniority.

The term "seniority" shall be defined ~~as~~ that status of the employee based upon his/her established unbroken length, of service ~~with~~ the Company from the date of last hiring by the Company.

8.06 Seniority shall be by line and/or job ownership, area, departmental classification, classification, group and on a plant-wide basis ~~as~~ established and agreed upon by ~~the~~ Union and the Company in accordance with ~~the~~ provisions of ~~this~~ Article ~~as~~ outlined in Appendix "C".

No new employee shall be hired while applicants with seniority and ability to do ~~the work required~~ are still on ~~the~~ laid off list ~~except~~ where ~~the~~ Company sets up a training program with the intent to train employees in

preparation to go into regular production lines with an increased workforce for model changeover. The Company will have fifteen (15) working days to accomplish the above before laid off employees may exercise their seniority rights.

8.07 TRANSFER

Transfers are movements of seniority employees through job posting, layoff or recall. Employees will claim seniority immediately for the purpose of layoff or additional job posting in the new group.

8.08 When employees are transferred from a production or non production seniority group into the skilled seniority group, they may remain in the new group holding in that group only the seniority acquired therein, or they may transfer back into the previous group holding their previous seniority in that group. Article 15.08 will apply unless the employee makes his/her intentions known on a form provided by the Personnel Department which will be given to the employee on his/her last day worked in his/her trade. This election must be made within five (5) working days from the date of his/her layoff.

8.09 ASSIGNMENT

An assignment is a movement of a seniority employee within his/her seniority group or to another seniority group. Should an employee be assigned by the Company while there is work on his/her previous job, in any case where an employee is assigned and replaced by another employee, he/she will be paid his/her prevailing hourly rate, the rate of the job to which he is assigned, or the rate of the job he was assigned from, whichever is the greater of the three (3).

Such assignment may be for up to five (5) days work in succession or extensions by mutual agreement. Upon completion of the period of assignment, the employee so affected shall return to his/her previous job.

The employee so assigned in the above procedure, will not be reassigned in order to circumvent the five (5) day provision referred to above. Such assignments will be made in a just and fair manner and should any dispute

arise from such assignment, it will be taken up immediately by the Steward and Committeeperson in the area with the General Supervisor concerned.

Stewards will not be re-assigned while there is work on their job or within their classification.

When an employee in an indirect classification, except Skilled Trades, is required to work in another area other than that which he/she normally works, he and his/her Union Steward will be given an explanation if he so requests.

8.10 JOB POSTING

- a) All vacancies will be posted on a plant-wide basis. Each posting will be posted for a period of forty-eight (48) hours excluding Saturdays, Sundays, holidays and scheduled summer shutdown. Factors to be considered in applying this section will be seniority and ability.
- b) The vacancy which was created by (a) will then be posted on all plant bulletin boards and any interested employee in the plant may apply for the job. The posting and job award will be governed by the provisions of paragraph (a) above.
- c) Any vacancy where there **are** no successful bids in (a) and (b) may be filled by any new hire, except to fill those jobs referred to in item (h) below. These jobs will be filled by senior applicants in (b) above who will be given twenty-four (24.0) hours training **prior** to required tests. A new hire will be advised of his/her paypoint job ownership (where applicable) within fifty (50) accumulated workdays of the date he/she is hired. Job posting applications will be available in the waiting room of the Medical Centre and the Security Guard exit office on all shifts. After completing the application, employees will have them validated with a time stamp.
 - (i) on "A" shift, in the Personnel Department
 - (ii) on "A", "B" or "C" shift, at the Security Guard exit office at Gate 1.

Prior to filling any job vacancy which remains open ~~in~~ (a) or (b) by new hires, the Union will be notified of the vacancy and it will be reposted upon written request submitted no later than noon of the following shift on which the notice was given.

The provisions as contained in the above sentence, will not result in any more than one additional posting.

- d) All postings (a) through (c) above, will show the time and date of posting and will be delivered personally to the Plant Chairperson or his/her designate at the time of posting and will be posted between 8:30 a.m. to 4:00 p.m. Jobs posted on the Friday of a shift change weekend, will be extended from forty-eight (48) hours to seventy two (72) hours for the initial posting only.
- e) In the cases of job ownership, the posting will indicate the paypoint numbers, line ownership or area ownership as ~~d~~ined in Article 20.
- f) Each posting will be numbered and the successful applicant posting will be numbered to correspond with the original posting.
- g) Probationary employees are not eligible to bid on job postings.
- h) The employee's seniority and ability to do the work shall be the governing factor. Determined by tests for the following jobs: Lift Truck Operator, Crane Operator Quality Control, Shipper and Die Setter. Where more than one (1) employee has the ability to do the job, seniority will be the governing factor. Such tests will be available to all employees at the Personnel Office. All tests must be completed within the period referred to in Article 8.10 (m) (e.g. 5 and 30 days).
- i) No employee(s) will be allowed more than two (2) successful postings per year. The time limits on all postings will be from the date the employee was successful on the job posting.
- j) An employee who has bid on more than one (1) job at the same time, will indicate his/her order of preference on his/her applications. The

employee will be given ~~the~~ highest preference ~~won at this time and~~ and all his/her other bids will ~~be~~ considered to have been ~~withdrawn~~.

- k) The successful ~~applicant~~ for any of the above postings will be given the ~~opportunity~~ to perform the ~~job~~ for a period of five (5) working days. If the employee selected proves unsatisfactory, he/she will be returned to his/her ~~former~~ job within forty-eight (48) hours after the five (5) day ~~period~~. In the case of voluntary return within the five (5) day period, the employee will be returned to his/her former ~~job~~ within five (5) days following the request. If the applicant fails to prove satisfactory or voluntarily returns, the opportunity will be given to the next applicant in line.
- l) The successful applicant will be paid the regular rate of the job and shall have his/her name posted on all plant bulletin boards. A copy of this posting will be delivered personally to the Plant Chairperson or his/her designate at the time of the posting. The successful applicant posting will include all the badge numbers of the employees that posted. A copy of this posting will be delivered personally to the Plant Chairperson or his/her designate at the time of posting.
- m) In the event the posting is for a skilled classification or Die Setter, and Blanker Operator, the ~~period~~ of five (5) days shall become thirty (30) working days.
- n) The successful applicant posting will be posted within forty-eight (48) hours after the conclusion of the forty-eight (48) hour period referred to above.
- o) The successful applicant will be transferred within fifteen (15) working days of the successful applicant posting, except in the case of a major increase in the workforce or introduction of a new product line this may be extended by ~~fifteen~~ (15) working days, provided the scheduled date of movement is specified on the job posting. This period may be extended by mutual agreement.

- p) Should sub-section (o) or (k) not be complied with, the employee shall receive hisher prevailing hourly rate or the rate of the job to which he/she should be transferred, whichever is the greater.
- q) **An** employee who proves unsatisfactory and is returned to hisher former job by the Company, **or** the job is eliminated within fifteen (15) working days from the employee being placed on the job, or the employee submits medical evidence satisfactory to the Company of hisher inability to do the job, shall not forfeit his/her posting rights.
- r) Medically restricted employees shall not be precluded from posting on any job that is in accordance with their medical restrictions. Whether the medically restricted employee is able to perform the job in question shall be determined by the management of the department where the job posting exists in accordance with 8:10 (h). In the event of a dispute **as** to whether the medically restricted employee **is** able to perform the job in question the Labour Relations Manager or his/her designate shall **make** the determination with respect to the employee's ability **to** perform the job before the **job** is given to the next successful bidder, giving due consideration to any medical evidence the employee is willing and able to provide from hisher treating physician **as well as** any medical evidence available from the Company medical **staff and/or** independent medical assessment. In the event that the dispute remains unresolved it shall become subject **to** the grievance procedure at Step III.
- s) In the event an employee is laid off from their seniority group and a new job vacancy is created or a vacancy is created **as** a result of a termination within that seniority group, such vacancy shall be posted and all employees within that seniority group will be allowed to bid. If there are no successful bids submitted, the senior laid off employee from that seniority group will be recalled. If a successful bid is submitted, the resultant opening will be filled by recalling the senior employee laid off from that seniority group.

Any employee who voluntarily returns to hisher former job or withdraws his/her application after successful applicant posting, shall forfeit one (1) job posting.

8.11 In situations where employees ~~are~~ absent for a period of less than two (2) years because of sickness, injury, vacations and leaves of absence, the job shall not be posted except as provided for in Article IX; such employees will be returned to such jobs, providing such employees would not have lost their jobs due to a layoff as outlined in Article 8.12. Employees absent for two (2) years or more, will be entitled to exercise his/her seniority upon return, in his/her classification.

8.12 ~~An~~ employee who has lost his/her job because of a layoff, will return to his/her job before the job will be posted provided his/her seniority entitles him/her to such a return unless he/she has been laid off from the plant for a period of two (2) years or more. ~~An~~ employee laid off from the plant for two (2) years or more will be entitled to exercise his/her seniority upon return to his/her classification(s) in the reverse order of layoff.

If he/she has successfully bid on another job while on layoff, the employee has the option to refuse to return to his/her former job.

A Committee person or Steward recalled to a former classification shall be required to immediately exercise the right to return or relinquish rights to the former classification.

8.13 LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

~~An~~ employee shall be deemed to have lost his/her seniority and/or terminated his/her employment for any of the following reasons:

- a) If he/she shall quit or is retired, "subject to the provisions of the Pension Plan."
- b) If he/she shall be discharged.
- c) If he/she shall be laid off from the Company for a period in excess of six (6) consecutive years or length of seniority at time of layoff, whichever is greater.

- d) If he/she fails to report to work when recalled from layoff within five (5) working days following receipt of notice to report, sent by the Company by registered mail to his/her last address given to the Personnel Department.

However, if he/she fails to report to work, he shall not forfeit his/her seniority if he notifies the Personnel Department of his/her inability to report within the above five (5) days and submits satisfactory evidence of his/her absence immediately upon his/her return to work.

- e) If the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of ~~three~~ (3) working days, Management will send clear written notification to the employee's last known address ~~as~~ shown on the Company records, that his/her seniority has been broken and that it can be reinstated if, within three (3) specified working days after delivery or attempted delivery of such notice, he/she reports for work or properly notifies Management of his/her absence, and provide acceptable evidence for the absence. **A** copy of such Management notification will be ~~furnished~~ promptly to the Chairperson of the Bargaining Committee. If the employee complies with the conditions set forth in the notification, his/her seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed ~~as~~ limiting the application to his/her case of the Plant Rules regarding absence without reasonable cause.
- f) If he fails to return ~~from~~ a leave of absence granted by the Company, ~~on the~~ date specified on the leave of absence form, without a valid reason.
- g) If his/her absence exceeds the ~~maximum~~ period of the leave of absence provided for under the sick leave provisions in Article IX except ~~as~~ provided for in ~~the~~ Pension Agreement.

8.14 LAYOFF

- 1) When a temporary condition arises requiring the temporary layoff of employees from their jobs for a period not to exceed four **(4)** working days, the seniority provisions of this Agreement shall not apply.

Such temporary layoffs will take place only when specific sections of a seniority group are affected due to machinery breakdowns, customer scheduling or any other causes beyond the control of the Company.

- 2) When indefinite layoffs become necessary in a seniority group(s), the Company will post notice in the department(s) and notify the Union forty-eight **(48)** hours prior to the layoff going into effect except in the case of an emergency. The following procedure for layoff will then apply immediately.

Employee(s) will be laid off according to his/her (their) seniority **as** laid out in Article 8.06 in this Agreement. The most junior employee **to** be laid **off**. Thereafter *employee(s)* will exercise seniority in his/her(their) seniority group(s) provided he/she is able to perform the work.

- 3) **An** employee who has been laid off from his/her seniority group for a period in excess of fifteen **(15)** working days for a model changeover, will exercise his/her total plant-wide seniority.

8.15 PLANT-WIDE SENIORITY

- a) An employee who has been laid off from his/her seniority group in **an** indefinite layoff, **will** exercise his/her total plant seniority in another group of his/her choice, by replacing the junior person in that group providing he/she is able to perform the available work and he/she makes this election within twenty-four (24) hours from the earlier of the date he/she receives his/her notice of transfer or layoff.
- b) An employee who is to be laid off from the plant may exercise his/her plant-wide seniority into jobs listed in 8.10(h) provided he/she is able to pass the required test after twenty-four (24.0) hours training.

8.16 RECALL

(a) Recall from layoff shall be in the reverse order of the layoff procedure. When recalls from layoff outside the plant occur, five (5) working days grace period will be allowed for the ownership provisions contained in this Collective Agreement.

(b) Waive Recall: This provision shall apply to laid off employees who have secured alternative employment and shall not apply to laid off employees who are collecting EI or SUB benefits.

A laid off employee may waive his/her right to recall providing that the recall is for a temporary period. Upon being notified of a temporary recall by the Company, the laid off employee shall have a maximum of twenty-four (24) hours within which to waive their right to recall, after which time he/she shall be required to report for work within five (5) working days of being notified of the recall or permanently lose his/her seniority.

Once a laid off employee has elected to waive his/her right to temporary recall, the following provisions shall apply:

1. Thirty (30) calendar days subsequent to advising the Company in writing, the laid off employee shall be given the opportunity of being recalled if **and** when there is a requirement to increase the workforce, seniority permitting.
2. Sixty (60) calendar days subsequent to advising the Company in writing, the laid off employee shall be recalled to work, replacing the junior employee in the bargaining unit, within five (5) days of the Monday following receipt of the laid off employee's written notification of intent to return to work.
3. An employee returning to work during the course of the workweek in accordance with this provision shall not qualify for short workweek benefits as provided for elsewhere in this Agreement.

8.17 When it becomes necessary to lay off Union Officials from the plant, the following order of layoff will apply:

Time Study Representatives
Sergeant-At-Arms
Guide
Three (3) Trustees
Recording Secretary
Financial Secretary
Vice-president
President
WSIB/Benefit Plan Representative
Safety Chairperson
Bargaining Committee
Chairperson

The above-named officials shall have preferential plant-wide seniority. Although they are subject to internal layoffs, in no event will they be laid off from the plant provided they are able to perform the available work. Officials from the skilled trades classifications shall have preferential seniority in these classifications.

8.18 The Steward in each department shall have top seniority in his/her area of representation including temporary layoff, provided he/she is capable of performing the available work.

When it becomes necessary to decrease the number of Stewards in an area of representation as per Article 5.03 or Appendix "B" of the Collective Agreement, the Union will inform the Company no later than five (5) working days preceding the layoff, when possible, as to who will be removed. If the Steward is to be laid off, he/she will be laid off as per Article 8.

If an increase in the number of Stewards is required, the Plant Chairperson or his/her designate will notify the Manager of Labour Relations or his/her designate, in writing, as to which Steward is to be recalled. The Company will recall the Steward regardless of his/her seniority provided there is work in his/her area of representation in which he was elected, which he is

capable of performing. If such recall would result in an increase in the workforce, then the recall will be postponed until such time as the employee to be displaced has worked through the required notice of layoff period as per the Employment Standards Act.

8.19

- a) All employees that have incurred a medical determined permanent disability and are no longer capable of performing his/her regular duties, but is capable of performing other duties, either in their own classification or another classification, may by mutual agreement between the Company and the Bargaining Committee, have a modified job negotiated on their behalf provided they are capable of performing the available work and may not displace another employee.
- b) Suitable work will be offered to disabled employees according to the steps below and will be offered in accordance with seniority.

When a permanent disability has been established by a Functional Ability Evaluation (FAE), the following process will occur:

- 1) Positions within the disabled employee's classification will be considered.
 - 2) If the employee cannot be accommodated within his/her own classification, the Company and the Bargaining Committee will attempt to accommodate such employee outside his/her classification.
 - 3) Employees who are permanently disabled may not displace another employee.
- c) Overtime whether selective or scheduled, may be allowed provided the overtime is permissible by the employee's medical restrictions and the restricted employee does not displace another employee.

- d) Employees reclassified in (a) above, may be re-evaluated by the Modified Work/Accommodation Committee not less than annually.
- e) Should the parties fail to reach an agreement, then arrangements may be made with an independent medical specialist who will assist the parties in making a determination.
- f) Disabled employees shall not be precluded from working during the vacation shutdown providing that the work they normally perform is required to be done during the vacation shutdown.

8.20

- a) Any employee transferred or promoted **out** of the Bargaining Unit prior to April 18, 1977 and subsequently returns to the Bargaining Unit shall accumulate only the seniority acquired while in the Bargaining Unit. If he/she does not have sufficient seniority to work in his/her former classification, he/she shall then exercise his/her seniority in accordance with the terms of ~~the~~ Agreement.
- b) Any employee transferred into the office unit and returned back to the Bargaining Unit shall accumulate only the seniority acquired while in the Bargaining Unit. If he/she does not have sufficient seniority to work in his/her former classification, he/she shall then exercise his/her seniority in accordance with the terms of the Agreement.
- c) Subsequent to April 18, 1977 **any** employee who is transferred or promoted out of the Bargaining Unit shall forfeit his/her rights to return to the Bargaining Unit should he fail to return within one (1) year from the date of his/her transfer or promotion.

**ARTICLE IX
LEAVES OF ABSENCE**

9.01 PERSONAL

A leave of absence of up to thirty (30) days may be granted to employees with seniority, for personal reasons other than to seek or obtain employment elsewhere. Extensions may be granted by mutual agreement between the Company and the Union.

After the thirty (30) day period, the employee may elect to pay for the continuation of benefits as outlined in Article 9.03.

9.02 SICK LEAVE

An employee with seniority who is unable to work because of illness or injury, and who furnishes satisfactory evidence thereof, shall be granted a leave of absence while disabled, equal to his/her seniority at the date of disability or five (5) years, whichever is greater. He/she will be returned to work in accordance with his/her seniority, provided he/she furnishes satisfactory medical evidence of recovery.

9.03 PUBLIC OFFICE LEAVE

An employee with seniority elected to public office shall be granted a leave of absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his/her leave of absence annually. During such period, the employee's benefits will cease. However, such employee may elect to retain any or all of the following benefits providing he/she pays the premium(s) in advance - Life Insurance, A.D. & D., Vision, Drug, OHIP, Transition and Bridge, Nursing Care, Dental, Legal Services and Chiropractic services.

Upon the conclusion of his/her leave or any time during his/her leave, and providing the Company has had fourteen (14) days notice, such employee will be returned to work in his/her previous classification, seniority permitting, or he/she will exercise his/her group and plant-wide seniority accordingly.

9.04 NATIONAL UNION LEAVE

- a) **An** employee with seniority, selected or appointed by the National Union, C.L.C. or O.F. of L., shall be granted a leave of absence for the length of his/her appointment. During such leave of absence, the employee's benefits will cease. As outlined in Article 9.03, the employee may elect to pay for continuation of benefits.

Upon conclusion of his/her leave or any time during his/her leave, and provided the Company has had fourteen (14) days notice, such employee will be returned to work in his/her previous classification, seniority permitting, or he/she will exercise his/her group or plant-wide seniority accordingly.

LOCAL UNION LEAVE

- b) **An** employee with seniority elected or appointed to a full-time office in the local union or selected for other union activities, shall be granted a leave of absence for the full term(s) of his/her office. He/she shall lose no seniority in his/her former classification and he/she shall be returned to that classification upon request, provided the Company has had fourteen (14) days notice.

During such leave(s), the employee's benefits will cease except for the President and Financial Secretary of Local 1451, whose benefits will be paid by the Company. Others may elect, as in 9.03, to pay for their continuation of benefits.

9.05 HIGHWAY TRAFFIC/CRIMINAL CODE

Any employee who is convicted under the Highway Traffic Act (including unpaid traffic fines) or Criminal Code for driving offences and is subsequently jailed, will be given a leave of absence for the length of the jail term, provided ~~written~~ notice is given to the Company within five (5) days after the start of the sentence.

9.06 EDUCATION

Employees who have acquired seniority of one (1) or more years who desire to further their education, may make application for that purpose.

~~One~~ continuous leave of absence ~~for~~ such education will be granted to eligible ~~employees~~ for a period ~~not~~ to exceed twelve (12) months. Additional leaves of absence may be granted by mutual agreement between the ~~Company~~ and the ~~Union~~. Approval of such leaves of absence shall be conditional upon the following:

- a) Sufficient ~~prior notice~~ is given to ~~the~~ Company ~~in~~ writing.
- b) The ~~employee~~ provides evidence of acceptance into a formal education program.
- c) ~~The~~ employee will be entitled to exercise his/her seniority upon return in his/her ~~previous~~ classification. If, however, he/she ~~does~~ not have sufficient seniority to return to his/her classification, he/she will exercise his/her group ~~and~~ plant-wide seniority accordingly.
- d) The Company ~~reserves~~ the right to limit the number of such leaves in a given work area.
- e) The Company-paid benefits shall cease for this period. ~~An~~ employee may elect to pay for continuation of benefits ~~as~~ outlined in Article 9.03.

9.07 MILITARY LEAVE

A Military leave of absence will be granted to employees who are called to active duty in the Canadian Armed Forces.

9.08 PREGNANCY, PARENTAL AND ADOPTION LEAVE

Employees with seniority will be entitled to a leave of absence up to a period allowed under relevant Provincial Statutes.
Provided,

- I.** The employee submits a written request at least two (2) weeks in advance of the date the leave is to begin.

2. The employee is to notify the Company in advance, should he/she wish to return prior to the expiry date of such leave.
3. The employee is to supply any certificates required for such leaves.

Benefits will be paid in accordance with the Supplemental Agreement.

Employees who require modified work as a result of pregnancy will be provided work in accordance with the Modified Work Program.

9.09 GENERAL

Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

9.10 An approved copy of any written leave of absence granted under the Leaves of Absence section, will be furnished to the employees.

ARTICLE X HOURS OF WORK

This article is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

10.01 REGULAR WORKING HOURS

The regular working hours shall be eight (8) hours per day and forty (40) hours per week. The "C" shift will commence at 11:00 p.m. Sunday. Should an employee be required to report to work earlier than 11:00 p.m. Sunday, he/she will receive double time for all time worked prior to 11:00 p.m. Sunday.

All work in excess of eight (8) hours in one (1) day or forty (40) regular hours in one (1) week, and all work performed on Saturday, except when it is the remaining straight time hours of the fifth (5th) day of an employee's work week, shall be paid for at time and one-half, provided, however, that not more than one (1) premium payment shall be made for the same hours worked. Double time will be paid for all time worked in excess of

twelve (12) consecutive hours in any twenty-four (24) hour period. Employees shall not be required to suspend work without pay during regular working hours to absorb overtime.

Employees will work no more ~~than~~ 12 consecutive hours, except in cases of extreme emergency reasons such as health and safety or when customer requirements are in jeopardy.

An employee who fails to work eight regular hours during a twenty-four (24) hour period due to a temporary layoff, will be eligible for overtime premium for hours worked **within** the twenty-four (24) hour period and immediately preceding his/her ~~next~~ regularly scheduled shift.

For the purpose of computing overtime compensation, **an** employee's work day shall be the twenty-four (**24**) hour period beginning at the regularly scheduled starting time of the shift to which he/she is assigned.

Any employee reporting late for work during the first four (**4**) hours will be assigned work and marked late for the purpose of time and attendance. Any employee reporting for work more than four (**4**) hours, will not be allowed to work and will be regarded as absent for the purpose of time and attendance.

10.02 OVERTIME

- 1) Time and one-half shall be paid for all time worked **on** Saturday for work performed provided the employee has worked **40** regular hours during the week, including approved time
- 2) Double time will **be** paid for all time worked on Sunday for work performed provided the employee has worked **40** regular hours during the week, including approved time off.
- 3) Employees will be paid straight time for weekend overtime to make up hours missed during the **40** regular hour work week, rounding up to the nearest hour (minimum one hour).

- 4) **In the case of mandatory overtime only, the employee will be assumed to have worked 40 regular hours for the weekend calculation of pay.**
- 5) All employees working on "C" shift starting at 11:00 p.m. Sunday, will be paid time and one-half for work performed on the sixth (6th) shift in their work week and double time for work performed on the seventh (7th) shift in their work week **provided the employee has worked 40 hours during the week, including approved time off.**

10.03

- 1) The Union will be advised in advance of any overtime to be worked. All work in excess of eight (8) hours overtime in a work week **and** in all cases where **the** Company fails to give **at** least forty-eight (48) hours advance notice, overtime will be **on** a voluntary basis. However, in cases where emergencies (proof will be made available upon request by the Union) exist in **the skilled trades area, and** in indirect classifications related to the skilled trades, such employees will work the overtime to overcome such emergencies. If **any** employee has a compelling personal **reason, he/she** will be excused from the overtime assignment.

Overtime **on** Saturdays and Sundays will be scheduled **for** six (6) hour shifts. This does not restrict **the** Company from scheduling overtime **during** the regular workweek. The six-hour shifts will be as follows:

- "A" Shift - 7:00 a.m. **to** 1:00 p.m.
- "B" Shift - 1:00 p.m. **to** 7:00 p.m.

During the period **from** June 1st to September 15th of each year, "C" Shift will work **6-hour shifts both Saturday and Sunday from 11:00 p.m. to 5:00 a.m.**

Employees will receive two (2) fifteen (15) minute rest periods. There will be no wash-up periods during these six (6) hour shifts.

- 2) Overtime will be distributed to those employees normally performing the work to be done in the department on the shift the overtime occurs. Distribution will be given to the person on the shift with the least amount of overtime hours in the department.

If the Union is unable to obtain sufficient employees among those people normally performing the work, they will give the opportunity to the employees on the overtime shift with the least amount of overtime in the department who are capable of performing the work to be done without training. An employee who does not work the overtime, provided he/she has been offered, shall be charged with the overtime hours offered and the opportunity to work overtime shall be passed on to the next employee. In the case of skilled trades, overtime will be distributed to the low person among the employees of the trades affected. When a department requires additional employees for overtime, the Union will go to the department in the seniority group with the least average amount of overtime hours and offer the overtime to those that are capable of performing the work to be done without training using the low person concept, including spares.

Employees will be required to initial all overtime sheets when requested to work overtime denoting their acceptance or refusal.

For overtime opportunities early on the "A" Shift, employees on two (2) and three (3) shift rotations shall be combined for the purpose of overtime selection.

- 3) The Company will supply the Union in writing with the overtime requirements provided as soon as possible with a minimum of two (2) hours prior to the end of the shift preceding the over assignment. For weekend overtime the company will provide overtime requirements as soon as possible with a minimum of four (4) hours prior to the end of the shift preceding the over assignment. The union shall provide the company with a list of the people working the overtime prior to the end of the shift. In the event an entitled employee is overlooked for an overtime assignment such an employee will not be entitled to monetary payment for such missed overtime assignment but will be entitled

to the next available overtime assignment in order to enable him/her to make up the lost overtime opportunity. After employees have received their missed overtime opportunity they will be returned to where their hours take them for the next available overtime.

- 4) The **Union** will maintain up-to-date records of the overtime offered in each department and these records will be made available to the **Company**. Any employee entering a department on a transfer shall take the highest overtime hours in the classification in that department for the purpose of equalization (except as outlined in Article 20.05(5a) and 20.10). Leadhand, steward or temporary lift truck operators' hours or any excessive hours that are mutually agreed upon, **are** to be excluded. Should the employee be returned **to** his/her original department due to an unsatisfactory job posting, he/she will be credited with his/her original overtime hours plus his/her overtime hours accumulated during the transfer. This also applies to a temporary transfer agreed to by the parties. Any transfer of ten (10) working days or less shall be considered a temporary transfer for the purpose of computing overtime hours.
- 5) An employee **who** is absent from the plant or shift for any reason when overtime is being distributed and who would have been requested to work, shall be charged with the overtime hours so scheduled
- 6) In no event shall an employee be asked to work overtime for a period of less than one (1) hour, except in an emergency situation as it applies to skilled trades and to indirect classifications directly related to the skilled trades. If the overtime assignment is completed in less **than** one (1) hour and the employee wishes to go home, he/she may obtain a pass from his/her supervisor accordingly and shall be paid for the time actually worked.
- 7) An employee working an overtime assignment shall be paid at the rate of the job which is to be performed on overtime, regardless of his/her normal rate of pay during regular hours.

8) Overtime will be recorded in ~~the~~ following ~~manner~~: eight (8) hours offered ~~and/or~~ worked at time ~~and~~ one-half, will be ~~recorded as~~ twelve (12) ~~hours for the~~ purpose of equalization. Eight (8) hours offered ~~and/or~~ worked at double ~~time~~ on ~~Sunday~~ will be recorded as sixteen (16) hours for ~~the~~ purpose of equalization.

9) The overtime rate will be applied to the earnings produced on incentive for incentive workers ~~and~~ to the hourly rate ~~for~~ non-incentive employees, excluding ALL ~~premiums~~.

10) Overtime distribution among the Skilled Trades shall be awarded to ~~the~~ low hours tradesperson working in the ~~following~~ Zones:

(1) Press Shop including everything north of ~~the~~ 401 and Prototype, excluding Hydroforming

(2) **Hydroforming**

(3) **360 Assembly** Modules and Sub Assemblies including 98 **Bumpers**

(4) Classic Assembly, Facilities, Anchor, Post E-Coat, Metokote, 360 Rear Bumper

If a **Zone** has been exhausted and additional overtime is required, then the low hours tradesperson in the appropriate trade plant-wide will be offered the overtime.

Tradespersons will carry their overtime hours when reassigned **Zone** to **Zone**.

Whenever an employee **begins** incentive work, such work will be computed separately from any straight time work which preceded it. (The employee **starts** anew).

An employee **who** works overtime receives his/her overtime premium (**plus** shift premium, spares premium, leadhand premium, where

applicable) for the same time worked, Overtime does not affect the size of ANY premium.

The inability of an employee to work on a Saturday will not preclude his/her right to work on Sunday.

Overtime will be computed on a daily basis and checked for equalization on a weekly basis. The information will be posted on plant bulletin boards by department and by classification by Monday noon for the previous week and copies will be forwarded to the Union at that time.

Effective the first week of November 1997, overtime will be computed on a daily basis and checked for equalization on a weekly basis with a week delay in the application of the equalized hours. The information will be posted on plant bulletin boards by department and by classification by Monday noon for the previous week and copies will be forwarded to the Union at that time.

Overtime hours will be zeroed on the first Monday of November of each calendar year. Overtime will be offered by seniority during the two calendar weeks following the first Monday in November each year until such time as employees can be offered overtime by the low hour concept.

When overtime hours are equal, employees will be offered overtime by seniority.

10.04

- a) On weekends or statutory holidays, a Steward shall be given the opportunity to work whenever ten (10) or more employees are scheduled to work overtime in his/her area of representation, and on the shift he/she normally represents or in any case where there is no union representative scheduled in his/her area of representation, regardless of the department or shift from which such employees are selected to perform the overtime assignment; and provided he/she is able to perform the work available.

His/her privilege to leave his/her job during overtime hours, however, is limited to the handling of grievances relating to or arising from the

work during these hours, on behalf of constituents working during such hours. His/her total time off the job will not exceed the authorized time as specified in article 5.03(b).

He/she shall be paid at the rate of the job to which he is assigned. If he/she cannot perform the available work, the Union may appoint one of the employees scheduled to work as acting representative for the period of absence of the regular Steward and shall advise the Company accordingly.

- b) The President, Plant Chairperson, Committee persons, Workers' Compensation, Benefits Rep and Safety Rep, may work weekend overtime up to the average of total plant overtime providing they notify the Labour Relations Manager beforehand.

10.05 REGULAR WORKING SHIFTS

- 1) The regular working shifts shall be defined as follows:

"A" Shift will start at 7:00 a.m. and finish at 3:30 p.m.

"B" Shift will start at 3:30 p.m. and finish at 12:00 midnight.

The above shall apply except when a twenty-four (24) hour operation is in effect. The regular starting times shall read as follows:

"A" Shift will start at 7:00 a.m. and finish at 3:00 p.m.

"B" Shift will start at 3:00 p.m. and finish at 11:00 p.m.

"C" Shift will start at 11:00 p.m. and finish at 7:00 a.m. with a twenty (20) minute paid lunch period.

- 2) For a three (3) shift operation, the regular shift rotation will be every two (2) weeks, except as in (3) below. i.e. "A" to "C" to "B".
- 3) The regular shift rotation will be on a two (2) week basis except where it is impossible to do so in specific cases. In such cases, the Company and the Union agree to arrange a satisfactory alternative for such specific cases.

- 4) **To insure** reasonable shift assignment, any employee assigned to a shift other than those listed above, shall be given forty (40) hours notice of such assignment. In addition, he/she will be retained on the new shift for the regular two (2) week rotation period unless mutually agreed to otherwise. At the end of such period, he/she will revert to the regular shift pattern. The above does not apply to production classifications.
- 5) Any employee who requests to work on a steady shift will be accommodated by seniority, on a quarterly basis commencing on the first Monday of February, May, August and November, providing and for as long as the job for which he/she is qualified is available, providing counterparts can be arranged by seniority. However, once having accepted such shift(s), they will be required to continue on said shift(s) for periods of three (3) months and will indicate such acceptance on a form provided by the Company. A copy of such form will be forwarded to the Union.
- 6) Work assignments on a permanent shift basis will be offered to the employee(s) with the greatest seniority in the department and classification affected provided he/she is able to perform the work. Should an employee refuse the permanent shift, he will indicate such action on a form provided by the Company and he will not exercise seniority in this matter for a period of three (3) months. A copy of such form will be forwarded to the Union. The shift preference in the skilled trades is covered in the Letter of Intent elsewhere in this Agreement.
- 7) Paid lunches will be implemented on the basis of a "counterpart" arrangement, i.e. the shift with the least number of qualifying employees will determine the number who qualify on the other two (2) shifts. The paid lunches will be offered by line/job ownership and/or departmental classification seniority.

Employees assigned to any one of the three (3) shifts contained in the ~~twenty-four~~ (24) hour ~~shift~~ schedule defined in Article 10.05(1) will receive a paid lunch.

10.06 An employee who works on day shift beyond or before the regularly scheduled hours of such shift, shall not be paid the night shift bonus for the time worked by him/her beyond or before such hours.

10.07 REPORTING PAY

An employee permitted to come to work without having been properly notified that there will be either no work or less than four (4) hours work available, and who is sent home because of lack of work before he/she shall have worked four (4) hours, shall receive a minimum of four (4) hours pay at his/her prevailing hourly rate subject to the applicable overtime premium, provided however, that the provisions of this Section shall not apply in any case in which the lack of work is caused by a labour dispute, or by any reason beyond the control of the Company, or in any case in which an employee is offered four (4) hours of work for which he/she is qualified and he/she refuses such work.

When the Company, in the presence of a Union Representative, makes an unsuccessful attempt to notify an employee, there will be either no work or less than four (4) hours work available. Such employee will be ineligible for reporting pay under this provision.

10.08 CALL-IN PAY

When an hourly-rated employee has left the premises, and is called upon to return to the plant for an overtime assignment within a twenty-four (24) hour period, he/she shall receive pay as follows:

- a) Any employee called into work will receive one (1) extra hour call in pay at his/her applicable rate.
- b) For all time worked in excess of one (1) hour, he/she shall receive pay at his/her regular hourly rate, subject to overtime, holiday or Saturday and Sunday premiums where applicable.
- c) If the employee entitled to call-in overtime cannot be contacted, he/she will be charged with the overtime hours providing the call is witnessed by the Steward.

d) When a Steward is **asked** to verify a phone call, it will only be to verify that the supervisor is calling the employee to work overtime.

10.09 The Company will grant a paid rest period of twelve (12) minutes after each two (2) consecutive hours worked during the employee's regular shift. A lunch period will supersede the break period which would otherwise have occurred.

When after having worked a full shift, overtime is scheduled for two (2) or more hours, there will be a twelve (12) minute rest period between the time the shift ends **and** the overtime starts. A further twelve (12) minute break will be granted after completion of each two (2) hours of scheduled overtime worked thereafter. If, after working twelve (12) consecutive hours, the employee is scheduled for additional overtime, he/she will be granted a twenty(20) **minute** paid lunch.

10.10 PAID HOLIDAYS

Employees shall be paid as provided hereunder for **Good** Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, and in addition, the extended Christmas Holiday as listed below, providing they have worked thirty (30) days as of the date of the holiday and have met all of the following eligibility rules unless otherwise provided **therein**.

CHRISTMAS HOLIDAYS

The Christmas Holiday Period **for** each of the years is as follows:

For Christmas 2005 – Shutdown after working December 23, weekend December 24, 25, and holidays December 26, 27, 28, 29, 30, weekend 31, January 1, holiday January 2. Return to work January 3, 2006.

For Christmas 2006, Shutdown after working Dec 22, weekend December 23, 24 and holidays Dec 25, 26, 27, 28, 29, weekend 30, 31 and holiday Jan 1. Return to work Jan 2, 2007.

For Christmas 2007, Shutdown after working Dec 21, weekend December 22, 23, and holidays Dec 24, 25, 26, 27, 28 weekend 29, 30 and holiday December 31 and Jan 1. Return to work Jan 2, 2008.

For Christmas 2008, Shutdown after working Dec 23, holidays December 24, 25, 26, weekend December 27, 28 and holidays Dec 29, 30, 31 and Jan 1, 2 weekend Jan 3, 4. Return to work Jan 5, 2009.

10.11 An eligible employee shall forfeit his/her holiday pay if:

- a) He/she is absent from work ~~on~~ his/her regular working day prior to, or his/her regular working day following the holiday, unless he/she is excused by the department head. ~~For~~ the Christmas holiday, any employee who fails to work either the last regular work day prior to or the next regular work day after each Christmas holiday period, will disqualify the employee for pay for the one (1) holiday in the Christmas holiday period which follows or precedes such regular work day.

When multiple holidays attach to a weekend (other than a weekend associated with the Christmas holiday period), only one (1) day holiday pay would be forfeited if the employee is absent on one qualifying day.

- b) The holiday occurs while he/she is serving a penalty for misconduct.
- c) He/she is absent due to a strike.
- d) He/she is away from work due to personal illness, non-compensable accident or an approved leave of absence or layoff and his/her combined absence before and after the holiday(s) exceeds sixty (60) calendar days.

10.12 In cases of Sickness/Accident, Leaves of Absence or Layoff, there will be no duplication of payment, however, the Company will be

obligated to make up ~~the~~ difference ~~between what he/she received as a benefit and his/her holiday pay~~ ~~and~~ make up on a floating holiday.

10.13 When any of the above-enumerated holidays fall ~~on~~ a Saturday or a Sunday, it will be celebrated on the day coinciding with the date ~~on~~ which our customer celebrates ~~the~~ holiday.

10.14 Employees eligible under these provisions shall receive eight (8) hours pay for each of the above holidays specified in Section 10.11. The rate of pay shall be the prevailing hourly rate plus the Cost of Living Allowance, applicable shift, ~~leadhand~~ ~~and~~ spare man premium.

10.15 When the holiday(s) specified above fall within an employee's approved vacation period and he/she is absent from work during his/her regularly scheduled work week because of such vacation, ~~he/she~~ shall be paid for such holiday(s) and shall be given an extra day(s) off ~~at~~ the end of his/her vacation period, unless mutually agreed otherwise.

10.16 Employees ~~who~~ have been requested to work on a holiday, and have accepted such holiday work ~~assignment~~, and then fail to report ~~for~~ and perform such work without reasonable cause, shall not receive holiday pay for that day.

10.17 Employees who accept and perform work ~~on~~ the holidays observed above shall receive holiday pay in addition to the double time provided for work on such holidays.

Such employee will be given a day off ~~without~~ pay in lieu of the holiday providing he/she gives the Company sufficient prior notice ~~of~~ his/her intended day off. Requests for days off will be by seniority. The Company will not be prevented ~~from~~ limiting the number of such leaves for any given day. Any employee requesting a day in lieu must take such day off no later ~~than~~ one (1) year following ~~the~~ holiday he worked.

10.18 JURY DUTY/CROWN WITNESS

~~An~~ employee who is ~~summoned~~ and reports for jury or crown witness duty as prescribed by applicable law, shall be paid by the Company ~~an amount~~

equal to the difference between the daily jury duty or crown witness fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he/she reports for or performs jury or crown witness duty and on which otherwise would have been scheduled to work for the Company, and P.H.R. and COLA earned by the employee from the Company (excluding night shift overtime and any other premium) by working during straight-time hours for the Company on that day.

10.19 In order to receive payment, an employee must give the Company prior notice that he/she has been summoned for jury or crown witness duty and must furnish satisfactory evidence that he/she reported for or performed jury or crown witness duty on the days for which he claims such payment.

10.20 BEREAVEMENT

When a death occurs in an employee's immediate family (i.e. spouse, parent, parent of current spouse, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law and son-in-law, grandparent, grandparent of current spouse, stepparent, stepbrother, stepsister, half-brother, half-sister and grandchild) the employee, upon request, will be excused for the three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided he attends the funeral.

However, in the event the employee attends a memorial service because he/she could not attend the funeral, he/she will be excused for three (3) normally scheduled working days, excluding Saturday, Sunday, vacations and holidays, surrounding the date of the memorial service. If the employee chooses not to attend the funeral or a memorial service, he/she will be granted a one (1) day leave with pay.

Bereavement leave will increase from 3 days to 4 days upon the death of an employee's spouse, child, parent, brother or sister.

10.22 An employee excused from work under this paragraph shall, after submitting evidence satisfactory to the Company, receive his/her

prevailing hourly rate plus COLA for all straight-time hours lost on such scheduled days of work for which he/she is excused.

10.23 SHIFT PREMIUMS

Employees working on the "B" and "C" shifts will receive a shift bonus as follows:

"B"	\$1.08
"C"	1.67

**ARTICLE XI
PLANT MOVEMENT**

11.01 Except where prohibited by law, whenever the Company transfers operations or departments from any plant covered by this Agreement to a vacant plant which is newly acquired or built by the Company, employees engaged on such operations or employed in such departments, may, if they so desire, be transferred to the new plant with their full Company seniority.

Any employee declining such a transfer may accept a termination and be eligible to receive a severance pay in accordance with the requirements of Ontario law.

**ARTICLE XII
MOVING ALLOWANCE**

12.01 Transfer moving allowance: an employee who is on the active employment rolls, on or after July 30, 1968, and is offered and accepts a transfer from one plant to a new plant, under plant movement section, will be paid a moving allowance provided

- a) The new plant location is at least eighty (80) km from the plant at which he/she last worked and he moves his/her residence as a result of such relocation, and

- b) His/her Application is received by the Company within six (6) months after commencing employment at the new plant.

12.02 The amount of the moving allowance will be the amount shown in the following table:

Kilometers Between Plants	Single	Married
80 - 159	\$ 795.	\$1765.
160 - 479	885.	1945.
480 - 799	960.	2040.
800 - 1599	1155.	2410.
1600 or over	1345.	2770.

12.03 In the event an employee, after relocating to a new plant, exercises an option to return with his/her seniority to the seniority rolls or his/her original plant under conditions which would entitle him/her to a separation payment on the basis of such seniority, the amount of any moving allowances received will be deducted from any subsequent separation payment.

12.04 Layoff moving allowance: an employee with one or more year's seniority who is on the active employment rolls on or after July 30, 1968, and accepts a voluntary offer of work at another plant of the Company, will be paid a moving allowance provided:

- a) The plant location at which the applicant is to be relocated is at least eighty (80) km from the plant at which he/she last worked and he moves his/her residence as a result of such relocation, and
- b) His/her application is received by the Company within six (6) months after commencing employment at the new location.

12.05 Any subsequent separation payment will be reduced by the amount of any moving allowance previously received.

12.06 There will be no duplication of allowance under any, present or future legislation providing ~~for~~ moving or relocation allowance.

12.07 A moving allowance shall be payable in a lump sum. Any moving allowance payable under *this* Section shall be paid by the Company.

**ARTICLE XIII
VACATIONS**

13.01 An employee who has less than one year's seniority as of June 30 of the current vacation year, will receive four percent (4%) of his/her total earnings for vacation pay.

13.02 An eligible employee who has one (1) or more years of service as of June 30th of the current vacation year, will receive either (a) Vacation as outlined in Schedule (A), or (b) a combination of Vacation and Paid Absence Allowance as outlined in Schedule (B).

For the purpose of ensuring compliance under existing laws, time off for Paid Absence Allowance is deemed to be vacation time off.

SCHEDULE (A) - VACATION ELIGIBILITY SCHEDULE

Length of Service	No. of Weeks	% Total Earnings
Less than 1 year	0	4
1 year but less than 5 years	2	4
5 years but less than 10 years	2 1/2	5
10 years but less than 15 years	3	6
15 years but less than 20 years	3 1/2	7
20 Years but less than 25 Years	4 1/2	9
25 Years and Over	5	10

SCHEDULE(B) - VACATION PAID ABSENCE ALLOWANCE

An employee who elects to receive a combination of Vacation and Paid Absence Allowance during the current vacation year, will be eligible per the following schedule. This election must be made by notifying the Company on a form provided by the Personnel Department prior to June 15 of the current vacation year.

Note: The 1,000 hours rule applies to P.A.A. entitlement as explained in detail in Article 13.02 (d)

Length of Service	Weeks	% of Total Earnings	P.A.A. Hours
Less than 1 year	0	4	0
1 year but less than 5 years	2	4	0
5 years but less than 10 years	2	4	20
10 years but less than 15 years	2	4	40
15 years but less than 20 years	2 1/2	5	40
20 years but less than 25 years	3 1/2	7	40
25 year and over	4	8	40

Paid Absence Allowance when taken as time off, shall be in accordance with the following:

- a) An eligible employee may use his/her paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to him/her provided he/she has given at least twenty-four (24) hours notice and his/her absence from work is for not less than increments of four (4) continuous hours and is excused for illness (when not receiving sickness and accident insurance benefits - i.e. Weekly Indemnity and WSIB) personal business, or a leave of absence for vacation purposes.

- b) Paid Absence Allowance shall be computed as follows: For non-incentive employees, base hourly rate plus COLA, applicable shift, leadhand and spare person premium, in effect on the day the Paid Absence Allowance is taken. For incentive employees, prevailing hourly rate plus COLA, applicable shift, leadhand and spare person premium in effect on the day paid Absence Allowance is taken.
- c) An eligible employee who, at the time of his/her next eligibility date, has not used his/her entire paid absence allowance credit, shall in lieu of excused absence, be paid the unused portion per paragraph (b).
- d) When an employee has failed to work the minimum hours (1,000) in the vacation eligibility year, he/she shall be entitled to P.A.A. as if he/she had worked the minimum hours for that year, reduced by five (5) percent for each (50) hours (or fraction thereof) by which he/she has failed to work the minimum hours for that year.
- e) A prescribed form will be initiated by the employee when he/she applies for payment. Prescribed forms duly approved and received in the Payroll Department by Monday, will be included in the pay for that week.

13.03

- a) The vacation year shall be from July 1 through June 30. Vacations must be completed by June 30 and cannot accumulate or be taken in subsequent vacation years. Paid Absence Allowance must be completed by June 30 and cannot accumulate or be taken in subsequent years.
- b) All employees shall take their vacation entitlement as under Section 28 of the Employment Standards Act during the vacation year which runs from July 1 through to June 30. Vacations must be completed by June 30 and cannot accumulate or be taken in subsequent vacation years.

It is the intent of the Company and the Union to ensure that each employee receives their two (2) weeks annual vacation. After the summer shutdown, an analysis of the vacation time will be

completed by area. Once this analysis is complete and if needed each area will establish a scheduling session for those employees who have not had two (2) weeks vacation. The process will be as follows:

Each employee by seniority will select his/her vacation in the balance of the months available within the current vacation year. If an employee has not scheduled his/her vacation by March 1st within the current vacation year then the Company at its discretion will schedule his/her vacation during the months from March 1st through to June 30th of this vacation year. This scheduling will align with production needs.

All employee requests for vacation and PAA must be approved by departmental management prior to any vacation or PAA time off work being taken by the employee. Approval for vacation and PAA time off work shall be based on production and operational requirements during the time in question. However, such approval shall not be unreasonably withheld.

13.04 An employee who has earned a vacation or P.A.A. entitlement under the terms of this Article and is terminated (or quits) on or after July 1, shall receive any unpaid vacation and P.A.A. allowance due him/her.

13.05 When an employee has worked sufficient time to draw vacation pay and P.A.A. and dies, the authorized beneficiary or estate shall be entitled to his/her vacation pay.

13.06

- a) Time off will be given to all eligible employees. The Company shall notify the Union of the primary vacation period which will be a minimum of two (2) consecutive weeks in the months of July and/or August by May 1st of the year in which the vacation falls. All eligible employees shall reserve a minimum of two (2) weeks of their vacation entitlement to be utilized for the primary vacation period referred to above. Employee preferences for vacation time off over and above the two (2) weeks reserved for the primary vacation period may be submitted to departmental management no later than March 1 of each

year. Such requests shall be considered within the context of operational and production requirements and shall be granted wherever practicable on a seniority basis in accordance with these requirements no later than March 15 of each year. Employee requests received after March 1 of each year shall be considered on a first come, first serve basis. Employee requests for vacation shall not be unreasonably denied.

- b) An employee who agrees to work during the normal vacation period; or an employee entitled to vacation in addition to that scheduled through the prime vacation period, will be given preference for his/her vacation period in line with his/her seniority within his/her classification.

13.07 Vacation allowances shall be computed as follows: Total earnings shall mean wages received from the Company as taxable income excluding vacation pay received in the twelve (12) month period ending June 30 prior to the vacation period.

13.08 Should any employee have experienced during the vacation year, a leave of absence due to illness or accident in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings provided he/she has worked during the current vacation year.

	% of Earnings
Less than 1 year	4
1 year but less than 5 years	4
5 years but less than 10 years	5
10 years but less than 15 years	6
15 years but less than 20 years	7
20 years but less than 25 years	9
25 years and over	10

In addition, those employees referred to in the above paragraph will now be paid the applicable percentage of his/her short term and/or WSIB earnings during the current vacation year.

13.09

- 1) Clarification of vacation pay calculations in the event an employee is paid vacation pay at a time other than normal vacation period.

If in the current year an employee receives vacation pay prior to July 1st, it will ~~be~~ calculated on the current vacation year and will be treated as ~~an~~ advance of the current year vacation pay.

- 2) Vacation pay slips will be issued the Wednesday prior to the second pay date following July 1st of each year.
- 3) The Company will issue the vacation pay on the Friday of the second pay date following July 1st of each year.
- 4) In the event of a scheduled shutdown, the Company will issue vacation pay on the regular pay date preceding the commencement of the scheduled shutdown but no later than provided for in (4) above.
- 5) The Company and the Union agree to the following with respect to pay during shutdown periods:
 - Pay for the week before the shutdown will be distributed at regular time.
 - Adjustments to pay for the week before the shutdown will be made the week following the shutdown.

**ARTICLE XIV
INCENTIVE WORK STANDARDS**

14.01 The Company agrees to establish incentive work standards on all productive jobs within sixty (60) working days from the start of such job(s).

Such work standards shall be established on the basis of **fairness and equity**, and shall provide the average experienced operator with incentive earnings opportunity at least **160% of** the hourly base rate. **All** time studies will be made by the Snap Back Reading Methods using a second watch for elapsed time.

Standard data may be used when such data has been mutually agreed upon by the Company **and** the Union.

14.02 When operations are being studied for the purpose of establishing incentive work standards, the following conditions will prevail:

- a) The operator must be completely *familiar* with the prescribed method. When the prescribed method has been previously established, the Company shall instruct the operator in the prescribed method prior to any observations being made.
- b) The operator shall be serviced or assisted by those whose job **it** is to service.
- c) Documentation in the study will include prevailing working conditions, location **of tools**, equipment, types of materials, the operators can normally expect to receive.
- d) The operator **will** perform at incentive pace while being studied.

14.03

- a) **As soon as** the Company has set an incentive standard, a copy of the time study with a copy of the set up for each standard, will be forwarded **to** the Union, **and if** standard data is used **to** establish an incentive standard then the method and all elemental times will be forwarded to the Union. In either case, a layout of the process indicating production aids, etc., will be attached.
- b) *On* all standards that have been established prior to the signing **of** this Agreement, the Company, upon request of the Plant Chairperson, will ~~make~~ such standards available.

14.04

- a) When an operation(s) is to be studied for the purpose of setting and/or changing an incentive work standard, the Company will give notice through the supervisor to the Union Representative.

An average experienced employee will be time studied and the Industrial Engineer shall explain the prescribed method to the Supervisor, Union Representatives and the employee before any studies are made.

- b) The Company will record on the study the machine cycle times except welding of all non-control stations.

14.05

- a) The Company shall post all existing job standards on the respective jobs and keep them up to date.

- b) The Company agrees to maintain and keep up to date an operational manual on column and portable presses that describes location of presses, stock and equipment as they were during the setting of the rate. They will be made available to the Die Setters and a copy will be given to the Union.

14.06 The incentive work standard of 233% will include all inherent delays that are identifiable and of a recurrent nature. The incentive work standard shall include an allowance of 6% rest periods and washups, 5% personal relief and fatigue, 4% for immeasurable delays.

14.07 After a work standard is established under the approved procedure, methods and job condition, the standard will not be changed unless the Company rectifies a previous mathematical error or changes the tools, equipment, methods, material or design which justifies the revision of the standard. In case of change, the local Union Time Study Representative will be informed immediately and a detailed job description of such change will be made readily available.

In case of such change, only those elements of the standard will be studied which are affected by the changes as stated above.

Operators working ~~on~~ any ~~changed~~ jobs applying ~~the same~~ speed, skill and effort ~~as~~ before ~~the~~ change was made, will have ~~the~~ same earnings opportunity as existed before ~~the~~ change.

~~The~~ Company agrees that they will not change the ~~standard~~ unless the accumulated change(s) equals or exceeds 5% of ~~the total~~ standards. All measured change(s) will be documented and a copy will be forwarded to ~~the~~ Union.

14.08 It is ~~understood~~ that where an employee increases his/her earnings through his/her own skill and effort, including increases in feeds ~~or~~ speeds and is within the quality requirements, it will ~~not~~ be interpreted as being a change in the job content.

14.09 An incentive worker will be paid an allowance to restore his/her prior earnings opportunity that existed prior to ~~when~~ any of the following situations occur:

- a) ~~When an~~ employee is specifically instructed to work ~~on~~ any job when an off-standard condition exists.
- b) When an employee is specifically instructed ~~to~~ work ~~on~~ a job with non-standard material ~~that~~ limits his/her ability to maintain his/her normal incentive pace.
- c) When an employee is specifically instructed to work ~~on~~ a ~~job~~ with malfunctioning machinery ~~or~~ equipment. It is understood that no employee will be instructed to operate such machinery ~~or~~ equipment if a safety hazard exists.

In cases where an allowance is not applied, the employee will be paid 160% of ~~the~~ hourly rate (runtime and downtime) provided that he/she ~~works~~ at incentive pace.

During a shift, when an employee(s) request to work with an allowance ~~as~~ defined in 14.09 and the Supervisor decided to put the fixture ~~on~~ downtime to attempt to have the condition corrected, and the attempt fails and the

Supervisor then applies an allowance, the following will prevail. Should the downtime exceed one-half (1/2) hour, all downtime related to that condition in excess of one-half (1/2) hour will be paid at 160% of base rate

14.10

- a) On a new model introduction or a model change, the pre-production rate will be 160% of the hourly rate (runtime and downtime) until the incentive work standard has been established.
- b) ~~An~~ incentive worker shall be paid his/her prevailing hourly rate on a new or revised operation until the incentive work standard has been established.
- c) When ~~an~~ employee is specifically instructed to train new operators, or to ~~try~~ out experimental operations, he/she will be paid his/her P.H.R.
- d) The payment in clauses (a), (b) and (c) will be made on Runtime and Downtime.

14.11 During a work day, provision for payment of downtime at base rate shall be provided. **Operators will be paid the calculated downtime on each job. The calculation of downtime will be based on the number of parts, the time on the job, and the cycle time..**

14.12 Incentive rates shall be expressed in terms of standard hours and money per 100 units produced. The incentive rates will have been established to provide a qualified operator working at ~~an~~ incentive pace the opportunity of earning at a **maximum of 233% of** the base rate stated in the Agreement.

14.13 All incentive workers shall have their incentive earnings computed on the basis of their incentive performance on each job assignment performed during the work day.

14.14 Incentive earnings shall be calculated for each employee on a daily basis and posted on the following work day.

14.15 The base rate for incentive workers shall be adjusted whenever any general wage increase occurs during ~~the~~ life of the Agreement. The specific amount of the increase shall be factored into the base rate in a manner to insure that the sum of the base rate and ~~the~~ factored increase will provide ~~the same~~ incentive earnings ~~opportunity that~~ existed before the general wage increase.

14.16 In order to enable ~~an~~ accurate assessment of the nature and degree of any change, all time studies used in developing ~~an~~ incentive standard shall show all the elements into which the operation has been broken down, the method, general sketch where pertinent showing the location of tools, equipment and stock applicable to the particular group or type of operations, and all other pertinent conditions and circumstances under which the operation was studied.

14.17 Machine or process controlled elemental time will be recorded ~~as~~ observed while running according to the operating procedures. Rheostats and controls shall be set at 220%.

14.18 All machine controlled elements in a job shall be ~~inserted~~ in the work standard by levelling the machine controlled time at **233%**.

14.19 When manual elements of work and a machine-controlled element occur simultaneously, ~~the controlling~~ time to be used ~~as~~ the elemental allowance time will be determined after the times are leveled and fatigue and personal factors applied. However, this clause will ~~not~~ restrict the Company to one-man, one-machine operations.

14.20 Manually controlled elements will be leveled to one hundred per cent (100%) of normal performance.

14.21 Elements that occur at less than one for one will be entered as per occurrence.

14.22 Observed time for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled elements will be performance rated using walking three (3) miles per hour and dealing with twenty-six (26) cards in fifteen **(15)**

seconds as normal or 100%. Performance ratings will be recorded in increments of five per cent (5%)

14.23 Whenever a new job or operation other than a pre-production job or operation as defined in Section 14.10 (a) is added to the incentive structure, the parties agree the incentive earnings opportunity should provide a return consistent with the work standards then in effect so that the same effort will yield an equitable earnings opportunity for the employees affected.

14.24 Disputes on incentive work standards will be handled in the following manner.

- a) Prior to a written grievance on incentive work standards, the Union will have the right to a full investigation including Time Study by the Union Time Study Representative(s) if requested by the Union.
- b) If as a result of (a) a dispute exists and after notification to the Supervisor, it will be appealed to the Industrial Engineering Manager or his/her designate at Step II of the grievance procedure.

If upon such reply, the answer is not acceptable, the grievance will proceed immediately to Step III agenda meeting, at which the Industrial Engineering Manager or his/her designate will be present.

If the decision at Step III is not satisfactory to the Union, the Union has the right to process the grievance to Step IV arbitration.

14.25 The company agrees to train one (1) Union Time Study Representative for each shift. Further representation to be agreed to by the parties. The training program is to be jointly approved by the parties. The Company agrees to train one (1) additional representative to be used for attrition and/or as an alternate.

14.26 Each Union Time Study Representative will be paid by the Company at his/her prevailing hourly rate, for authorized time spent in standards disputes.

14.27 The time study training will be of such a nature that when the training is complete, the employee will be qualified and conversant with all phases of the time and methods study procedures as they apply in this Plant.

14.28 Each **Local** Union Time Study Representative will be paid by the Company for the time which it is necessary to him/her to lose from his/her regular duties, in order to attend any jointly approved training courses.

14.29 The Company also agrees that each Union Time Study Representative will remain a member of the Bargaining Unit and will not in any way **induce** or coerce him/her to leave the Bargaining Unit as long as he/she retains his/her position as Union Time Study Representative.

14.30 The Union Time Study Representative shall have complete access to the time study records and equipment pertaining to his/her official duties.

Two stop watches and their clipboards will be supplied to each Union Time Study Representative. When he/she quits or is removed **from** office, he/she will return the equipment to the Industrial Engineering Department.

14.31 In the event a major changeover in the Press Shop or Assembly becomes necessary during a scheduled work day, the employees affected will be assigned other available work and paid accordingly. Those employees assigned to assist any changeover will be retained on a seniority basis and paid prevailing hourly rate on incentive jobs.

For the first two (2) hours after the major changeover *is* completed, the job will be given a 10% bonus on to the rate in assembly and 20% in the press shop.

**ARTICLE XV
SKILLED TRADES**

The provisions of ~~the~~ General Agreement shall apply to employees in ~~the~~ Skilled Trades classification except ~~as~~ altered by ~~the~~ provisions of ~~this~~ Article.

15.01 Skilled trades for the purpose of this agreement shall be detailed in the following classifications.

Carpenter/Painter
Millwright
Pipe Fitter
Sheet Metal/Welder
Motor Mechanic
Stationary Engineer - 2nd
Electrician/ Electronics/ Construction and Maintenance
Tool and Die Maker

15.02 Seniority in ~~the~~ skilled trades departments shall be by non-interchangeable trades within a department(s). Seniority lists shall be by basic trades or classifications.

15.03 Employees presently working under classification or group listed under Article 15.01 of the Agreement shall have their total seniority in ~~their~~ trade classification or group.

Future employees entering the trades classification ~~or~~ group shall have date of entry seniority in the skilled trades ~~as~~ listed ~~under~~ Article 15.01, except in the case of apprentices whose seniority is covered in the apprenticeship agreement.

A successful applicant (~~from~~ a non-skilled group) of a job posting into a skilled trades Classification will have ~~as~~ his/her date of entry seniority the date ~~the~~ posting went up.

15.04

- 1) Production workers will not carry seniority into ~~the~~ trades or classification listed under Article 15.01 ~~nor~~ will skilled trades workers exercise seniority into production or non-production groups except ~~where~~ a classification listed under Article 15.01 is discontinued ~~or~~ eliminated. Such employee will then exercise his/her total plant-wide seniority for ~~the~~ purpose of displacing a junior employee in the classification for which he/she is qualified or shall exercise his/her ~~total~~ plant-wide seniority in ~~the~~ general production or non-production group under the General Agreement.
- 2) Should a skilled trades employee ~~become~~ medically unfit ~~and~~ unable to follow his/her skilled trade, both ~~the~~ Company ~~and~~ the Union will ~~co-operate~~ in endeavouring to place such an employee ~~on~~ a job he/she is capable of performing in accordance with Article 8.19 and he/she will carry his/her ~~total~~ plant-wide ~~seniority~~ to such job.

In the event that an employee removed ~~from~~ a skilled ~~trades~~ classification is subsequently cleared to return to such classification, he/she will be returned ~~with~~ no loss of seniority provided he/she exercises such election within fourteen **(14)** days of his/her receipt of medical clearance.

15.05 The term "journeyman/woman" ~~as~~ used in this Agreement shall mean any person:

- a) Who holds a journeyman/woman's classification in a skilled trades occupation, or
- b) Who ~~has~~ served a bona-fide apprenticeship of four **(4)** years - 8,000 hours (9,000 hours for Electrician/Electronics, Construction and Maintenance) ~~and~~ holds a certificate which substantiates his/~~her~~ claim of such service, or

- c) Who **has eight (8)** years of practical experience in the skilled trades classification **in** which he/she claims journeyman/woman's designation and can prove same, or
- d) Who holds a CAW-UAW Journeyman/woman's Card, or
- e) Who holds an Ontario License, certificate of qualification, or certificate of Apprenticeship issued by the Ministry of Colleges and Universities Apprenticeship Branch, provided he/she qualifies under (b) and (c) above.
- f) Before hiring the Company will provide the Union with the basis of its determination under this section including a review of any data used in such determination such as evidence of apprenticeship or any other qualifying data. The skilled trades Committee person will be present during such review. However, a fifteen (15) day grace period will be granted if necessary, or longer if agreed to by the parties but in no event will the extension **exceed** the employee's probationary period.

15.06 Any further employment in the skilled trades occupations, after the signing of this Agreement, shall be limited to journeyman/woman and apprentices, except **as** provided *in* Article 15.07.

15.07

- 1) During any period when journeymen/women are unavailable it **is** agreed that non-journeymen/woman employees whose duties shall be **to** supplement the duties of a journeymadwoman, may be hired or transferred on a temporary basis into a skilled trades classification, and shall be known as supplemental employees.
- 2) The opportunity to work as a supplemental employee shall be offered first to seniority employees **with** present and adaptable skills, second to any laid-off employee with seniority who has the present ability or **an** adaptable skill to do the work. If there are no laid-off employees eligible, new employees may be hired on a temporary basis.
- 3) When a journeymadwoman becomes available, either by hire, transfer, or graduation of any apprentice in a skilled classification **to**

which a supplemental employee has been assigned, such journeyman/woman will replace the supplemental employee who shall then be laid-off or returned to his/her original department.

- 4) A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his/her former job or to apply for vacancies in the plant as provided elsewhere in this Agreement.
- 5) Supplemental employees shall receive ten cents (\$.10) per hour below journeyman/woman's rate of the classification or trade.
- 6) Supplemental employees shall not be permitted to work overtime until all the employees in the trade or classification being supplemented are given the first opportunity.
- 7) A supplemental employee will have seniority in respect to other supplemental employees assigned to a given classification.
- 8) When an employee is transferred or hired as a supplemental employee he/she will be identified by the Company to the skilled trades Committee prior to starting work within the skilled trades.

15.08 LAYOFF

In the event of an increase or decrease in force in any skilled trades classification as designated in Article 15.01, the following procedure shall apply.

- a) Supplemental employees will be first laid-off from their skilled trades classification, to be followed by probationary employees.
- b) If any further employees are to be laid-off from any skilled trade or classification as listed in Article 15.01, such employees will be laid-off in order of their seniority in such skilled trade or classification.
- c) Recalls shall be in the reverse order of layoff.

- d) Employees affected by a layoff ~~or~~ cutback in manpower ~~as~~ per (a) and (b) above, shall be considered over new hires to fill an open requisition at the Personnel Department.
- e) The provisions of Article 10.07 of the General Agreement will apply to Skilled Trades employees.

15.09

- 1) A leader of skilled trades employees shall be defined as one who is a skilled trades employee who, while engaged in his/her regular skilled trades occupation, leads or processes the work of two or more employees but not more than fifteen (15) employees.
- 2) A leader shall have special rights regarding hours of work but not in regards to seniority. A leader will not be scheduled for overtime out of the low man concept until a minimum of 4 tradesmen have been asked up to 15, and 1 for every 15 people thereafter have been scheduled on the weekend and holidays.
- 3) The rate for Skilled Trades Leader shall be \$1.50 per hour above his/her preset rate.
- 4) All Trades Leaders are to be elected by their respective Trade.

15.10 The work of a skilled classification shall not be done by employees outside the classification, except under the supplemental employee concept outlined elsewhere in this article.

15.11

- a) In the event the Company may acquire some advanced type of machinery or equipment that would call for special servicing by an employee of the appropriate skilled trade, it is agreed that sufficient employees will be given the advantages of taking instruction as may be needed, by any method as determined by the Company, so that the employee may become familiar with the necessary repair and maintenance techniques required.

b) **Such training will involve no loss of pay to any employee.**

15.12 When a machinery breakdown occurs and loss of production is imminent, skilled trades employees will work through rest or lunch periods to correct the breakdown. When the breakdown has been corrected the employee will receive his/her complete rest or lunch period. The union agrees upon prior notification that for the purposes of job continuity, an employee working on a job may be scheduled for four **(4)** hours of overtime without regard to the provisions of Article **10.03(2)**, to complete a breakdown.

15.13 There shall be no numerical or alphabetical classifications **within** the skilled trades.

15.14 The Company agrees to deduct dues **as** may be authorized by the CAW Canadian Region Skilled Trades Council from the skilled trades journeymen/women and apprentices. Such deductions shall be made at the same time **as** the regular union dues and thereafter on an annual basis in the month **of** January. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union.

15.15 Shift preferences are to be made by seniority. Management maintains the right of assignment to zones and the numbers of employees per shift. Shift rotation to be allowed every 6 months unless special situations have been agreed to by Management and the Union.

15.16 The Company will provide four **(4)** pair of coveralls or shop coats per week (employees' preference) to all Skilled Trades. In addition to this, the Company will, upon request, continue to supply coveralls to employees who may be assigned to dirty, greasy jobs.

15.17

a) The Company will repair or replace damaged or broken tools that are turned in to the Company provided there is no negligence or abuse on the part of the seniority employee and provided **(b)** **has** been complied with,

b) The Company shall, upon request, provide a form to be filled out in triplicate for the purpose of recording tools of employees. The employee shall be responsible for ensuring that this form is properly filled out including all additional tools that may be acquired in the future. The employee shall retain one (1) copy of the list, and one (1) copy shall be given to the Skilled Trades Committee person and the Company.

15.18 Overtime distribution – This will clarify the intent of the parties with regard to Article 10.03(2) of the Collective Agreement as it relates to the skilled trades. When overtime is to be worked, the low man concept will be followed in the following Zones:

- 1) Press Shop including everything north of the 401 and Prototype, excluding Hydroforming
- 2) Hydroforming
- 3) 360 Assembly Modules and Sub Assemblies including 98 Bumpers
- 4) Classic Assembly, Facilities, Anchor, Post E-Coat, Metokote, 360 Rear Bumper

As business conditions change the Company reserves the right to redefine the zones. The Company will consider requests for transfer between zones concurrent with the six (6) month sign up.

15.19 The Apprenticeship Agreement is a separate document and is part of this Collective Agreement.

15.20 The Company will supply special tools and measuring instruments to the Skilled Trades employees.

As the need arises, the above will be replaced or supplemented with metric sizes.

In a reasonable period of time following the signing of the Collective Agreement, the Company agrees that Skilled Trades will be given the opportunity to purchase new tools through the Company at wholesale prices.

15.21 VACATION PREFERENCE

- a) It is understood that for vacation purposes, seniority will be plant-wide for those employees in the skilled trades so affected i.e. an employee shall be able to exercise his/her total plant seniority to obtain vacation preference, while he/she is a Skilled Trades employee.
- b) When applying the above and it is necessary to supplement (on a one to one basis) the skilled trades classifications using outside contractors for prime vacation period (months of July and August) replacements or replacing skilled trades employees on training, the provisions of Article 15.24, Outside Contracting, will not apply.

15.22 INCIDENTAL WORK WITHIN THE SKILLED TRADES/TECHNICAL SUPPORT AND LINES OF DEMARCATION.

No trade should have to wait for another Trade to perform a task that the primary Trade has the skill and ability to perform safely. Examples of such tasks include but are not limited to the following:

- Remove guards, equipment and tooling
- Disconnect duct work
- Remove tooling blocks or gauging for access
- Remove air cylinders
- End of arm tooling may be adjusted by toolmakers, electricians and millwrights
- Mount and remove end of arm tooling or transfer arms
- Manipulate robots to accomplish their primary task
- Tack weld in the performance of a primary task
- Minor cleaning of tools, fixtures and machinery
- Tool makers or Millwrights may be assigned to perform Maintenance tasks on assembly tooling

Training to be supplied to Trades as required, to be organized and orchestrated by the Skilled Trades training subcommittee.

Where disputes have been resolved pertaining to the normal duties and responsibilities in the Skilled Trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

15.23 LIFTER AND EJECTOR WORK

Lifter and ejector work as it relates to dies will become the responsibility of the Tool Room on the following basis:

- a) When a die is in the Tool Room for repair or at the conclusion of a production run, the Tool and Die Makers will repair lifter and ejector arms and remove/replace electrical devices and ejectors. During this period, broken hose fittings may be replaced by that classification for the purpose of checking the ejector operation before the die leaves the Tool Room. If an air cylinder needs to be completely replaced at this time, the work may be performed by a Tool and Die Maker. All repairs to air cylinders will be performed by the Millwright classification. With the exception of the above, any work presently performed by the Sheet Metal/Welder classification as it relates to dies, will continue to be performed by that classification.
- b) Section (a) above will apply up to the commencement of a production run. At this point the following exemption will be implemented. The internal repairs to cylinders and all repairs and replacements of air hoses and fittings will be performed by Millwright in the normal manner.
- c) Any electrical work at any time will be performed by the Electrician/Electronics/Construction and Maintenance classification.

15.24 OUTSIDE CONTRACTING

When the situation arises for outside contracting of Skilled Trades work, there will be a one for on compensation made to the affected trade only. In early or stay late to be determined by management

after discussion with the Union depending on where and when the resources are required.

Definition of Outside contractors:

Any outside resources brought into the plant such as Sheet/Welders, Electricians, Pipe fitters, Millwrights, Tool and Die Makers, etc. from an outside company to complete tasks in the plant and work sent out of the plant to an outside vendor such as Tool and Die work, Machining, and/or Maintenance of equipment in order to complete such tasks within the time frame required.

Definition of One for One Compensation

When a resource is required from the Outside Contractor or Vendor, the number of people required for these tasks will match the number of people that will be scheduled for overtime (12 hours) with the affected trade until the task has been completed.

Decision on Contracting out Maintenance/Skilled Trades work

When the situation arises for Outside Contracting of Skilled Trades work normally done by the bargaining unit, Management and the Union (Skilled Trades committee person, Plant Chairperson and representation from the affected trades) will meet discuss and come to an understanding of the decision to contract out work. Time frame for planned projects will be discussed a minimum of 14 days prior to the decision and emergencies are to be discussed as early as possible or practicable prior to the decision to outsource. These discussions will be in writing and consist of:

- 1) Work requirements - scope of work with as much detail as possible
- 2) Approximate cost - estimates as closely as possible by management or the contractor
- 3) Trades required - what type of trades will be required to complete the task
- 4) Approximate timing— what the estimated duration of work and required completion date
- 5) Other - any other information that is available at the time of discussions

In the event of a major layoff in the skilled trades, the company will retain the required Skilled Trades for any preventative maintenance program that is in effect.

No Skilled Trades employee will be laid off while work from his/her classification is being performed by outside contractors unless the work has been offered to the laid off employee first.

Failure to follow the above procedure will result in all available hours to the affected trade. All available hours will be four (4) hours over or early in week and six (6) hours over or early on weekends.

15.25 When the Company is considering the introduction of technological change affecting Members of the Bargaining Unit, the Union shall be notified and kept up-to-date as new developments arise and modifications are made.

The Company agrees to provide for continuing consultation and cooperation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

15.26 STEADY "A" SHIFT

During 2005 negotiations it was agreed that the number of skilled trades assigned to steady "A" shift shall be reduced through attrition to the following numbers:

Tool and Die Makers	12
Electricians	4
Millwrights	4
Sheet Metal/Welder	2
Pipefitters	2
Motor Mechanics	1
Carpenters	1

Management will need the ability to unbalance shifts to spread the work load out properly. To do this the Counterpart agreement will be driven by the lowest manpower shift at the time of sign up. No employee shall be forced to work a steady shift as a result of this agreement.

**ARTICLE XVI
GENERAL PROVISIONS**

16.01 Should an employee request time off **from** his/her supervisor or alternate for personal relief, **a** substitute will be provided.

16.02 WORK FORCE INFORMATION

The Company will inform **the** Plant Chairperson or his/her designate of any impending layoffs or recalls or major increases in the work force.

16.03 Non-supervisory employees of the Company, who are not covered by this Agreement, shall not perform any of the **work** regularly performed by employees covered by this Agreement.

16.04 SPARE CLASSIFICATION

Employees so classified, will be subject to all the terms of the Collective Agreement and will be paid ten cents (\$.10) per hour above the earnings of the job on which he/she is working.

The classification shall be subject **to** Job Postings **as** outlined in Article VIII.

16.05 LEADHAND

The leadhand leads a group of people in a particular classification. He/she performs the regular duties of the group and in addition, assigns work to the individual under his/her direction. He/she reports directly to the Supervisor of the department and will not **be** involved with the hiring, separation, **or** formal disciplinary procedures of the Company. He/she shall be subject to all the terms of the Contract.

16.06

- a) The non-incentive leadhand, while leading, shall receive one dollar and fifty cents (\$1.50) per hour above his/her present rate or above the highest rate of any classification in the group which he/she leads, whichever is greater.
- b) The incentive leadhand, while leading, shall receive one dollar and fifty cents (\$1.50) per hour above the average rate of all the paypoints he/she leads.
- c) The ratio of leadhands to other employees on overtime will not exceed one (1) to fifteen (15) or part thereof.
- d) When it becomes necessary to lay off a leadhand(s) due to a reduction in the workforce, seniority will be the determining factor and the most junior leadhand in the departmental classification will be laid off. This does not preclude the right of the Company to demote or promote leadhands, nor will the provisions of Article 8.16 apply to leadhands.
- e) Any employee returning from the position of leadhand will, seniority permitting, displace the most junior employee in his/her departmental classification, failing that he/she will exercise his/her seniority in accordance with Article 8.06.
- f) Any employee laid off from his/her original classification to another classification within his/her department and is subsequently made up as leadhand, will have the option to refuse the recall to his/her original classification.
- g) An employee may be made up as a temporary leadhand to cover for leadhand absenteeism or for an off-shift situation. He/she will be paid as per paragraphs (a) or (b) above. He/she will be returned to his/her former job at the completion of the assignment.

Any employee who is made up as a temporary leadhand may participate in leadhand overtime similar to a regular leadhand. When the low person concept applies, he/she will assume the highest leadhand hours in the department he/she moves to. On return, he/she

will assume the highest hours in his/her ownership or 10.03(4) for less than 10 days if applicable. He/she will not be eligible for non-leadhand overtime for the same period he/she was eligible for leadhand overtime.

Whenever a vacancy occurs in a leadhand position other than a temporary vacancy, the Company will make up a permanent leadhand to fill the vacancy.

- h) (i) When scheduling leadhands to work non-leadhand overtime, they will be the last in their classification in their department to be asked.
- (ii) If it becomes necessary for a department to ask employees from another department to work overtime, the leadhand(s) of that department will be asked to work overtime in accordance with their overtime hours i.e. as per Article 10.03(2).

16.07 AIR HOSES

- a) The construction of new air hoses for use in the Press Shop and the connection of same, will continue to be performed by Die Setters. This practice will be limited to the initial set-up of press lines when required. After the initial set-up when the line is in production, air hoses will be maintained and/or replaced by Millwrights in the usual manner.
- b) The transporting of active dies is the job of a Die Setter. We agree from time to time, the Die Storage Attendant will have to go outside and bring in a die related to Toolroom functions on the off-shift because it was not scheduled for the "A" shift or was not done by the "A" shift Die Setter.

Normally the Die Storage Attendant will take and receive dies from the drop-off area, located by steel receiving.

It is also agreed, that first thing on "A" shift, if the Die Setter has got excessive work, the Die Storage Attendant will work with him/her, by locating the blocks to go under the die until he/her gets caught up.

16.08 CHANGE OF ADDRESS

Employees shall notify the Personnel Department and the Union within five (5) working days of any change of address and phone number; such notice to be given by registered mail or in person, and they shall receive a receipt from the Company that such notice has been given. The Company shall be entitled to rely upon the address shown upon its record in the Personnel Department. Employees with unlisted phone numbers are responsible for advising appropriate management personnel of their phone numbers.

16.09 BULLETIN BOARDS

The Company will furnish bulletin boards, both inside and outside each cafeteria, for the Union's use. The Union will submit all notices to the Labour Relations Manager, or his/her designate, prior to posting on such boards.

The Company will also set up publication racks at suitable locations. These racks will be used by both Company and Union to enable employees to receive official publications. The Union will submit such publications to the Labour Relations Manager prior to circulation.

16.10 PREVAILING HOURLY RATE (throughout)

- a) Incentive employees - Prevailing hourly rate is the average hourly rate earned, not including overtime premium or shift premium, for the hours worked during the last pay period prior to the period for which the prevailing hourly rate applies. Employees who have worked all their hours in a week at P.H.R. will not have their P.H.R. reduced for that week.
- b) Non-Incentive employees - Prevailing hourly rate is the current hourly rate not including overtime premium or shift premium in effect immediately prior to the period for which the prevailing hourly rate applies.

- c) All premiums applicable to the period for which the prevailing hourly rate is paid, will be paid in addition to the prevailing hourly rate.

16.11 CUSTOMER OR SUPPLIER FACTORY VISITATION BY PLANT PERSONNEL

- a) Employees performing work at a customer's or supplier's plant, will be paid their prevailing hourly rate for hours worked, and the applicable premium for the travelling if done outside the employee's regular working hours.
- b) The employees will be paid reasonable expenses for accommodation and meals providing a receipt is submitted.
- c) The employees will be paid a gas allowance in accordance with the mileage rate established by the Company when authorized to use their own cars.
- d) The employees involved in these situations to be selected from the classification first.
- e) For the purpose of equalization: Those employees working out of the plant will only be charged with hours worked outside the plant. The Company will notify stewards, no later than Monday by 9:00 a.m., on what hours are to be charged to those individuals.

It is not the intent of the Company or the Union to penalize employees when they **are** performing Company business. (e.g. training, vendors, suppliers, O.E.M.S.)

- f) This will also apply to Union leaves of absences on the rules of overtime equalization.

16.12 PAYMENTS

- a) Where a shortage in **an** employee's pay exceeds **fifty** dollars (\$50.00) gross and the error was not one where the employee was at fault for not notifying the Supervisor of facts (in accordance with prescribed

procedures) that would have prevented the error, then the Company will, upon request of the employee, pay by cheque.

b) Employees will be paid on a weekly basis.

16.13 The Company will supply the Union with a list including the classifications to which coveralls ~~are~~ being supplied at the Company's expense, as of the date of this Agreement. The Company agrees to continue such practice during the term of this Agreement.

16.14 FLASH CURTAINS

The initial **construction** and installation ~~of~~ flash curtains will be performed by an appropriate skilled trades. Thereafter, the make-up and hanging of flash curtains will be done by Utility Worker.

16.15 TUITION AID

The Company agrees to continue its employee tuition program for the life ~~of~~ the Collective Agreement.

16.16 JOINT ORIENTATION PROGRAM

The program as established will continue through the life of this Agreement. Any revisions to the program will be limited to those subjects agreed to by the Company and Union.

The program does not limit any other communication by Management with its employees or the Union with its members and the program will not be subject to the Grievance procedure.

16.17 Subject to ~~Part~~ I of the Income ~~Tax~~ Act, an employee's income for a taxation year from employment is the wages and other remuneration received by him/her in the year.

"Received by him/her in the year" is interpreted to mean credited to the employee's bank account within the calendar year commencing January 1st and ending December 31st.

16.18 OUTSOURCE OF PRODUCTION JOBS

It is the Company's intention **to** continue its present practice to meet with the Union when the need arises **to** outsource production jobs. It is the Company's intent to explain the reasons, which jobs, and the estimated time such production jobs would be outsourced along with the projected date they are expected to return.

16.19 FOUL WEATHER GEAR

The Company will continue the established practice of supplying winter coats **to** employees who are required to work outside on a regular basis and will also continue to **supply**, when necessary, rainhiits, boots, coats, and winter coats for employees required to work outside.

The Company Will continue the practice of arranging a supplier of coveralls for any employee who Wishes them at his/her own cost.

16.20 The Employee Relations Manager or his/her designate will supply to an employee, upon Written request, information **as** to time, date, place and wages pertaining to his/her WSIB case.

**ARTICLE XVII
HEALTH, SAFETY AND WORKING ENVIRONMENT**

The Company recognizes its obligation to provide a safe, healthful working environment for all employees.

The Union recognizes its obligation **to** co-operate in maintaining and improving a safe and healthful working environment.

The parties agree to use their best efforts jointly **to** achieve these objectives.

17.01 SAFETY REPRESENTATIVE

a) The Company agrees to recognize one (1) elected Safety Representative.

- b) The amount of time necessary for the Safety Representative to function, shall be determined on the basis of the number of employees in the plant in accordance with the following schedule.

Number of Employees	Hours per Week
1,001 or more	40
1,000- 751	32
750- 501	24
500- 251	16
Less than 250	8

- c) The Safety Representative will be paid at the rate of the highest paid skilled trade classification plus fifteen cents (\$.15) per hour.
- d) The functions of the Safety Representative shall be conducted on the "A" shift, and shall exclude any overtime hours.
- e) Preferential seniority will be granted to the Safety Representative as outlined in Article 8.17 of the Collective Agreement for the purpose of layoff and recall.
- f) Union officials sitting on the Joint Health and Safety Committee, shall consist of the Safety Representative described above, plus four (4) additional Union Representatives appointed by the Bargaining Committee every three years.

17.02 FUNCTIONS OF SAFETY REPRESENTATIVE

The functions of the Safety Representative will be as follows:

- a) Meet at least once per month or more frequently as mutually agreed upon, at a mutually agreed time and place with Company health and safety representative(s) to review health and safety conditions within the plant and to make recommendations as are deemed necessary or desirable.

- b) Make weekly inspections of the plant with **Company health and safety representative(s)** to ensure there is a safe, healthful and sanitary working environment.
- c) **For** purposes of making safety and health inspections, the National Union Safety and Health staff representatives will, with advance notice, have access to plant and locations where members of the Union are employed.
- d) Receive prompt notification of any fatalities or serious injuries resulting from work-related accidents and in addition to be informed of major accidents that did **not** result in serious **injury** but indicate a high potential for such.
- e) Receive all accident report(s) covered in (d) above.
- f) Review, recommend, and participate in the development of plant safety education and information programs and employee job-related safety training programs.
- g) The Company will make available up-to-date sampling and monitoring equipment for measuring noise, carbon monoxide, and air flow, and will train the Union safety representative in their use.

When the conditions in the plant indicate it is necessary to conduct tests with such equipment, such tests will be *performed* jointly at the request of Company or Union safety representatives.

- h) Accompany Government health and safety inspector(s) during his/her regular inspections or as requested by the Union and receive a copy of an order(s) issued by the Government inspector(s) **as** a result of such inspection.

Will receive copies of any other reports by anyone other than those listed above prior to such reports being posted on plant bulletin boards.

- i) Receive a copy of any pictures taken during a joint investigation of any accident, safety-related incident or condition.

17.03 In addition to the Joint Health and Safety Meetings referred to in Article 17.02(a), at the request of either party, the Joint Committee will conduct special meetings at a mutually agreeable time to review other safety matters such as:

- a) Material Safety Data Sheets and any problems that may arise in the use of chemicals in the plant.
- b) Accident Investigation Reports - for the purpose of developing recommendations to prevent similar accidents from occurring.
- c) Safety-related work orders, Safety Department written directives and Departmental Health or Safety issue(s) which have not been acted on for a two week period **after** proper notification was given to the department head involved. In such cases, the department head will be required to attend a meeting to advise the Joint Committee of any reasons for the delay in addressing the issue(s).
- d) Items reviewed at a Joint Health and Safety Meeting referred to in Article 17.02 for which **an** action plan, including **dates** of completion, **has** not been received within a one month period of the Committee issuing a directive, In such cases, this matter will be forwarded to the Production Manager and the Local Plant Chairperson for correction.

17.04 NECESSARY PROTECTIVE EQUIPMENT

The Company will continue **as** in the past to provide at no cost to the employee, necessary protective equipment, devices and clothing.

17.05 TOXIC MATERIALS

The Company will continue to disclose the identity of all known physical agents or toxic materials to which workers **are** exposed. Also, symptoms, medical remedies and antidotes at the request of the Union.

17.06 MEDICAL FACILITIES

The Company agrees to provide adequate medical facilities and to maintain ~~staff~~ at its present level of competency. The Company will ~~staff~~ the Medical Centre with a competent person(s) on overtime in the following situations: (a) when Press Shop line(s) or Assembly module(s) are scheduled ~~or~~ (b) vacations shutdown ~~as~~ required, or (c) major installation or repairs ~~as~~ defined by skilled trades management with input from the skilled trades committee person.

17.07 EXPOSURE TO HARMFUL AGENTS

- a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health ~~of~~ such employees is being adversely affected. Also to provide the specific tests required for employees in jobs with special physical requirements.
- b) Provide to each employee or his/her physician, upon written request of the employee, a complete report of the results of any such tests or examinations, and will review the test results with the employee prior to release.
- c) The Company ~~agrees~~ to provide access to the Canadian Center for Occupational Health and Safety (C.C.O.H.S.) CD to the Union Safety Committee Chairperson ~~through~~ the Company Safety Representative.

17.08 The procedures established ~~in~~ this Health and Safety Program shall not preclude the right of any employee to file a grievance at Step I of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains ~~with~~ the Management and Bargaining Committee.

17.09 No employee will be disciplined in the event that he/she has complied ~~with~~ The Occupational Health and Safety Act, ~~as~~ at January 1, 1996.

Health and Safety in the Plant will be applied as per the Ontario Occupational Health and Safety Act in force as of January 1, 1996.

- 1) The Company shall ensure that all employees are informed that they have the right to refuse work which may harm them or any person and that signs are posted in the workplace advising of this right.
- 2) If a worker exercises his/her right to refuse he/she shall notify his/her supervisor, who then will notify a Union member of the Joint Health and Safety Committee. He/she shall stand by in a safe place and participate fully in the investigation of the hazard.
- 3) The Union Co-Chairperson or his/her designate shall fully participate in the investigation at every stage and may recommend a solution to the problem.

EMPLOYEE'S RIGHT TO WORK SAFELY

- 4) (a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Ontario Occupational Health and Safety Act, in force as of January 1, 1996, its regulations and codes of practice and environmental law, regulations or codes of practice.

(b) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a **job** or any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to him/herself, a fetus, workmate, or the public or where it would be contrary to the applicable Federal, Provincial or Municipal health and safety or environmental laws regulations or codes of practice.

(c) For the employee who refuses work under this Article and all employees affected by the refusal **and** any direction under Article XVII, there shall be no loss of pay, seniority or benefits during the period of refusal.

17.10 PERSONAL PROTECTIVEEQUIPMENT

- (a) The wearing of safety glasses and safety shoes is compulsory throughout the plant and this rule is a condition of employment.
- (b) The Company will purchase the first pair approved prescription safety glasses that conform with CSA Industrial Safety Glasses Standards provided such glasses are purchased through a participating provider service recommended by the Company (example Sears).

Employees may purchase required safety glasses through a provider service of their own choice in which case the following reimbursement schedule will apply:

Single Vision	\$50.00
Bifocal	70.00
Trifocal	95.00

The Company will also participate as provided above where a new prescription for industrial safety glasses is required. There will be no duplication of payment.

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

- (c) The Company will participate in the purchase of approved Safety shoes to the extent one hundred dollars (\$100) toward one (1) pair of safety shoes per employee during any one (1) calendar year. For employees of the Shipping Department who are required to work outside on a regular basis, the Company will participate in the purchase of winter safety shoes to the extent of one hundred dollars

(\$100) towards the purchase of one (1) additional pair per employee during any one (1) calendar year.

- (d) The wearing of **hearing** protection will be compulsory in those areas designated **and** is a condition of employment.
- (e) The Company will provide hearing protection at no cost **to** employees and will replace, repair, or cause to be repaired without cost to the employee, any hearing protection that is accidentally damaged during the **course** of employment if not due to personal negligence or carelessness.

17.11 UNSAFE CONDITION

- a) Any future or jig or moving machine which is in an unsafe or hazardous condition, shall be "**red** tagged" until it is made whole.
- b) The following procedure for correction of unsafe conditions caused by malfunctions will apply plant-wide. It is the intent of the parties to use sound **judgment** and common sense in its application.
 - 1) When an unsafe condition is observed by any person, the production supervisor having jurisdiction over the equipment in question will be paged over telecontrol to the location and corrective action will be initiated immediately. Examples of unsafe conditions are:
 - (i) **Press drifting**
 - (ii) Presses or fixtures double cycling
 - (iii) Hazardous conditions caused by machinery malfunction.
 - 2) The production of parts will cease at that point and no part will be loaded into the press until it is made safe, unless it is absolutely necessary in order to cycle the press for testing purposes.

- 3) The production supervisor may cycle ~~the~~ press in order to observe ~~the~~ hazard. In ~~any~~ event, he/she will contact the maintenance supervisor in charge of ~~the~~ area and advise ~~him/her~~ of the situation. ~~An~~ electrician and millwright will be paged to ~~the~~ location or assigned by ~~the~~ maintenance supervisor.
- 4) The skilled tradesman/woman will cycle the equipment ~~the~~ necessary amount of times in order to make an evaluation with the maintenance supervisor present. The operator or the ~~person~~ who first observed the hazard will also be present.

No unskilled employees will ~~operate~~ such equipment or assist trades in any way until skilled ~~trades~~ gives the equipment back to production.

- 5) If ~~any one~~ of either ~~the~~ maintenance supervisor, ~~the~~ electrician or the millwright determines that a hazard exists, ~~the~~ machine will be "locked out" and a tag will be dated and signed by ~~one~~ of ~~the~~ tradesmen/women and the maintenance supervisor and placed in position.
- 6) The tradesmen/women will check and test all devices on ~~the~~ equipment that may be responsible for the existing malfunction. All ~~necessary~~ repairs will be effected. (Check Sheet).
- 7) In the event ~~the~~ job carries into the next shift, the original danger tag will remain in place and the machine will be "locked out". The next tradesman/woman and maintenance supervisor will date and sign another danger tag and follow ~~the~~ same procedure.
- 8) If it is found that ~~the~~ hazard must be corrected by a major repair which will take more than two (2) shifts, the electrician will remove ~~the~~ main fuses and deposit them in the maintenance office. He will danger tag ~~the~~ main disconnect accordingly.
- 9) ~~When the job~~ is finished, the tradesman will call his/her supervisor and ~~the~~ production supervisor back to the press. The

equipment will be cycled **as** necessary to establish that the hazard **has** been corrected.

The maintenance supervisor, production supervisor, electrician, and millwright will mutually agree that the equipment is safe within the confines of present day technology before the danger tags and "lock out" are removed and the press is handed back to production.

- 10) In reference to Section 5 above, if all representatives of the maintenance department agree that no hazard exists and a disagreement prevails, a Union member of the Joint Safety Committee will be brought to the location. The matter will be discussed in detail with the people concerned. This will not prevent the **job from** continuing with another seniority employee providing he/she is advised as **to** the reason the job was shut down.
- 11) None of the foregoing will effect **an** employee's rights **as** outlined in Article 17.08 of the Collective Agreement.
- c) The Company will install a "lock out system" on machinery and equipment in conformity with the Department of Labour Standards. The Company will set up a training program for employees utilizing the "lockout system". This training is to be done at the time of hiring and hands on upon entering assigned departments.

17.12 INJURIES IN THE PLANT

Employees injured in the plant who are treated in the Medical Centre and returned to work on the same shift, shall sustain no loss of earnings for the time lost during that shift. Employees booked off **to** be sent home **or** to the hospital because of industrial accident or industrial illness, shall be paid the prevailing hourly rate for the balance **of** that **shift** including any scheduled overtime. Employees who continue working on light duty, will be entitled to prevailing hourly rate while working the four **(4)** consecutive calendar days immediately following the date of the injury.

17.13 An employee who sustains an injury in the plant shall be paid his/her prevailing hourly rate for the time lost on his/her shift the following day and on subsequent days if after reporting to the Medical Centre he/she is first cleared to begin work and later instructed by the Medical Centre to obtain immediate outside medical attention. The Company will supply and pay for transportation to the hospital or doctor's office, and then to the employee's home if required.

17.14 The Company will supply a mobile ambulance-type stretcher for emergency purposes.

17.15 The Union agrees to treat in a confidential manner all data, information or reports supplied to the Union.

17.16 SAFETY TRAINING

- a) An employee entering the press operator classification without previous formal training in that classification, or in any case where an employee has not worked as a press operator for a period of one (1) or more years and is transferred to that classification shall be required to participate in a five (5) day training program established by the Company.

Should an employee be transferred into press operator classification within the above-mentioned one (1) year period, he/she will be re-instructed on the safety procedures incorporated in the Press Department, as established by the Joint Health and Safety Committee prior to being assigned to perform work in that classification.

During the period of training seniority employees will not own a paypoint and will be paid PHR for runtime and downtime, (including any assignment paying base rate) or the rate of the job whichever is greater. New employees will be paid base rate or the rate of the job whichever is applicable.

- b) When employees are assigned to an area with which they are not familiar (eg. Any automated job in assembly or the press shop including the blankers, etc.) they will be given an overview of the

safety procedures unique to the area, and or equipment involved and will not be left alone until the operator can demonstrate competence in operating the equipment.

17.17 The Company will train and educate those involved (Pipefitters, and Utility Workers) in the use of chemical agents as per the Occupational Health and Safety Act in force as at January 1, 1996.

17.18 When there is an accident or near mishap, or when there is a safety-related work refusal, the Company or Union Safety Representative contacted, when reasonably practical, will make every effort possible to contact his/her counterpart before beginning his/her investigation of the incident.

17.19 The Company and Union agree that in the event any line or job is converted from automation to manual operation the Joint Health and Safety Committee shall be notified and the job shall be approved by a Certified Health and Safety Representative prior to being run manually.

ARTICLE XVIII BENEFITS

18.01 BENEFITS INCLUDED

Eligible employees covered by this Agreement shall receive the death and dismemberment plan, a group non-occupational sickness and accident plan, a prescription drug insurance plan, the Ontario Health Insurance Plan with a supplementary semi-private plan, a dental insurance plan, visual care plan, a home nursing plan, prosthetic appliances, chiropractic services, durable medical equipment plan and a hearing aid expense benefit program.

All are subject to and in accordance with the terms and conditions as set out in this article and in said plans.

18.02 PREMIUMS

The Company agrees to assume responsibility for one hundred percent (100%) of the premium rates plus any and all increases during the life of the collective agreement for eligible employees which are or may be established for any of the foregoing plans (or any insurance plan or program established by government legislation which replaces in part or in full, any of the foregoing plans).

If there is a reduction in premium cost of any of the foregoing plans for any reason, including the introduction of any insurance plan or program established by government legislation, any saving resulting from such reduction shall accrue to the benefit of the Company, notwithstanding any legislation to the contrary.

18.03 BENEFIT PLANS AND WSIB REPRESENTATIVES

- a) The Company agrees to recognize one (1) **WSIB/Benefit Representative** who will be elected or appointed and otherwise provided for in the applicable letters of agreement between the parties.
- b) The **WSIB/Benefit Representative** will be paid at the rate of the highest paid skilled classification plus fifteen cents (\$.15) per hour.
- c) The amount of time necessary for each representative shall be determined on the basis of the number of employees in the plant in accordance with the following schedule:

Number of Employees	Hours per Week
750 or more	40
750 – 501	32
500 - 251	24
less than 250	16

- d) The functions of the Representatives shall be conducted on the "A" shift.
 - (i) Preferential Seniority will be granted to the Representatives **as** outlined in Article 8.17 of the Collective Agreement for the purpose of layoff **and** recall.
 - (ii) When it is necessary for the Representatives to speak to an employee about a benefit plan matter, **he/she** will make prior arrangements with the employee's supervisor to do **so**.
 - (iii) The Plant Chairperson shall advise the Company Employee Relations Manager in writing of the name of the **WSIB/Benefits Representative**. No representative **shall** function until the Company has been so advised.

Functions

The functions of the Local Representatives are limited to matters pertaining to the Pension Plan, Insurance Programs, Workers' Compensation and the Supplemental Unemployment Benefit Plan. The Local Representatives will:

1. Pension Plan

- a) Discuss and assist in the resolutions of employee, retiree and surviving spouse problems, related to credit service, possible benefit eligibility, benefit **amount**, determination delays, payment delays.
- b) Meet with the Company Personnel Benefit Representative or other designated local Management Representative **as** required.
- c) Will be a member of the Local Pension Board of Administration.

2. Insurance Plan

- a) Confer with employees, spouses, retirees or beneficiaries regarding coverage, eligibility, a denied claim, benefit amounts, benefit payment delays.

- b) Meet with local Company Personnel Benefits Representative or other designated local Management Representative as required.
 - c) Meet with providers in conjunction with Company Representatives when such meetings are ~~arranged~~ by mutual agreement of the parties involved for the purpose of clarifying and interpreting plan provisions and Provider administration practices.
 - d) Confer with Provider representatives designated for that purpose ~~on~~ matters relating to determination of evidence and documentation necessary to perfect a claim for benefits and to secure an explanation of the reason or reasons for denial or reductions in benefits.
- 3. WSIB**
- a) Assist employees in all aspects of Workers' Compensation Board claims and appeals.

**ARTICLE XIX
COST OF LIVING ALLOWANCE**

19.01 The Cost of Living **Allowance** payable effective at the beginning of the first pay period commencing on ~~or~~ after May 1, 2003 will, after adjustment per Article 19.02, be applied to the present COLA float and will be based upon the average of the CPI's published in January, February, March, 2003.

19.02

- a) The Cost of Living Allowance payable effective at the beginning of the first pay ~~period~~ commencing on ~~or~~ after May 1, 2003 shall be determined herein on the basis of the Consumer Price Index published by Statistics Canada (1986=100).
- b) Continuance of the Cost of Living Allowance shall be contingent upon the availability of ~~the~~ Consumer Price Index for Canada in its present form.

If Statistics Canada changes the form or the basis for calculating the index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form.

c) Adjustments in the Cost of Living Allowance during the period of this agreement, shall be made at the following times;

<u>Effective Date of Adjustment</u>	<u>Based Upon Three Month Average of the Consumer Price Index for:</u>
-------------------------------------	--

First pay period beginning on or after May 1, 2003 and at three calendar month intervals thereafter to February 2006.	January, February, March, 2003 at three calendar month intervals hereafter to October, November, December, 2005.
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d) Effective Monday, May 5, 2003, and for the next eleven (11) three month intervals as provided in paragraph (c), the Cost of Living Allowance shall be in accordance with the following table:

	Incentive	Non-Incentive
142.7	\$.01	\$.05
142.8	.02	.06
142.9	.04	.08
143.0	.05	.09
143.1	.06	.10
143.2	.08	.12

and so forth with one cent (\$.01) adjustment for each .073 change in the average index for the appropriate three month period as indicated in 19.02(c) continuing through adjustments effective February 1, 2003.

e) In determining the three month average of the indexes for a specific period, the computed average shall be rounded to the nearest 0.1 index point.

f) In no event will a decline in the three month average combined indexes below 142.7 provide the basis for a reduction in the wages scale by job classification.

g) In the event Statistics Canada does not issue the appropriate indexes on or before the beginning of one of the pay periods referred to in 19.02 (c), any adjustment in the allowance required by such appropriate indexes shall be effective at the beginning of the first pay period receipt of the indexes.

19.03 No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which later may be made in the published figures used in the calculation of the Combined Consumer Price Index for any month on the basis of which the allowance shall have been determined.

19.04 The amount of the Cost of Living Allowance in effect at any time does not form part of an employee's hourly rate or base rate, but shall be taken into account in computing pay for vacations, holidays, P.A.A., call-in, reporting pay, jury pay, and bereavement, and will be included in weekly bank deposits as an addition to regular earnings for hours worked.

19.05 ENGINEERING METHOD OF ROUNDING

The following rules of rounding shall apply to the determination of the Consumer Price Index:

- 1) If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.
- 2) If the left most of the digits is discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.

- 3) If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

ARTICLE XX OWNERSHIP

20.01 LINE OWNERSHIP - PRESS SHOP - DEPARTMENT 110

Lines 1,2,3,4,5,6,8,9,10,11,12,13,14,15,16 blankers are available for ownership. Operators successfully bidding for a line will own that line and will operate on that line subject to the following rules:

- a) It is agreed line ownership for the day will be effective at the time the operators are scheduled on paper for the daily posting of jobs. People assigned to a code 19 at the beginning of their shift, will own the first job assignment for the day. This does not supersede the seniority provisions of Article 8.06 as it relates to line and/or job ownership.
- b) At the beginning of a shift, spare(s) will be assigned by seniority to cover for absenteeism and/or additional manpower on an ownership line(s). After being assigned to a line, they will own that line for the day, providing there is no elimination of manpower on that line in which case spares will be removed, the most junior spares first.
- c) If at the beginning of a shift a line is down for whatever reason(s), and it is necessary to reassign those employees, they **are** to be **assigned as** a group by seniority to any open job prior to any **spares** being assigned to the open job. The most senior employee from owned lines that are down, will be the determining factor as to which group will be reassigned to open jobs.

- d) After the above procedures have been followed and there are still people out of work, the Company will at this time combine spares and ownership people that are out of work and reassign those people by seniority to any available jobs in the department first.
- e) When one (1) or two (2) jobs on a line goes down, the operators on the job going down will be reassigned by seniority. This is providing all others remaining on the line own the line. Otherwise, those not owning the line will be replaced by seniority.
- f) Should one press go down, the junior person of that group will be reassigned.
- g) **Any** operation moved to another line will become part of the line it is moved to.
- h) Lines starting back up will be filled by ownership people as per 20.01 preamble plus any spares who started that line at the beginning of the shift. **Should an employee's ownership be started up while he/she is assigned to another job in the department the Company shall return the employee to his/her ownership within two (2) hours of the job starting up. If the assignment is outside the home department the employee will remain on the other job. Such assignment will not result in monetary compensation for the said employee.**
- i) For application of seniority in regards to layoff, incentive press operator, and press operator spare classification, will be combined.
- j) When a press line is scheduled down for preventative maintenance, the terms of Article 8.09 will not apply up to 30 days. It is understood that the 30 period will begin from the **first** day the line undergoes the scheduled maintenance. It is also understood that the press shop Committee person will be notified prior **to** a line starting the scheduled maintenance period. During this period, the affected line ownership employees will have their PHR's frozen.

20.02

- a) For weekend and holiday overtime distribution as outlined in Article 10.03, those normally performing the work will be those who own the line as per Article 20.01.
- b) For overtime required during the regular work week (i.e. Monday to Friday inclusive), if the Company is unable to obtain sufficient ownership employees among those performing the job, they will offer the opportunity to work to those owning the line as per (a) above; then those owning the line through assignment by the low person concept.
- c) After having complied with (a) or (b) above, should there be an additional requirement for employees to work overtime, press operator and press operator spares will be combined and such overtime will be offered by the low man concept.
- d) Should a line be scheduled for overtime, the Company may bring in press operator or press operator spares to cover for absenteeism.

20.03 RESTRIKE OR AFTER PRODUCTION SERVICE PARTS

When a press operator is assigned to a restrike operation for repairing parts, or after production service parts, he/she will be paid P.H.R. until a temporary rate is established. It is understood that this Will not set a precedent for any other operation.

20.04 JOB OWNERSHIP - QUALITY ASSURANCE

1. Quality Assurance job ownership shall be by the job, area and department, as follows:

Area #1 -- Departments 101, 109 and 110 combined (101 located in 110) consisting of: press lines, steel receiving, press shop repairs, 360 front bumpers, warehouse requirements.

Area #2 -- Department 122 consisting of sub-assembly, final, weld audit and dimensional final inspector. Department 136 Hydroforming, dimensional final, and sub-assembly and 98 bumpers.

Area #3 -- Department 117 consisting of **dimensional** weld audit inspector, **and** sub-assembly inspector. Department 140 dimensional **final and** sub-assembly and 360 **rear** bumpers.

Area #4 -- Department 208, all **jobs** in shipping including major repairs.

Area #5 -- Quality Assurance Spares.

Note: Press Shop Repairs will be attached to Department 110.
Shipping repair area will be attached to Department 208 - shipping.

2. **Any** vacancy in any job will be posted **and** awarded in conformity with Article 8.10 of the Collective Agreement.
3. (a) ~~For the purpose of familiarization, an employee who requests or is requested to rotate positions within an area, may do so provided prior permission has been granted and suitable arrangements can be made for a counterpart.~~

(b) It is further ~~understood and agreed that~~ the Company will rotate employees within their ~~area~~ for familiarization purposes, such ~~period~~ of time not to exceed two (2) weeks unless mutually ~~agreed to by both~~ parties. Such moves to be limited to ~~one~~ (1) in a six (6) month period.
4. Layoff **and** recall will be the same procedure as ~~outlined~~ in Article 8 of the Collective agreement.
5. Floor ~~inspector spare~~ is ~~designed~~ to cover for absenteeism within the floor inspector classification.
6. The ratio of floor inspector spares scheduled to floor inspectors on weekend overtime will ~~not exceed one (1) to ten (10)~~ except as outlined in (7) and (9) below.
7. If, during a regular workday, i.e. the twenty-four **(24)** hour period from the start of the shift, a **job** is scheduled to work overtime, those on the job at the time ~~the~~ overtime is ~~scheduled~~ will be given the

opportunity to work the scheduled overtime. This includes **floor** inspector spare, if he/she was working on the job at the time the overtime is scheduled.

8. (a) Overtime will be offered to those employees normally performing the work on the job scheduled for overtime, using the low overtime hours concept.

(b) Should the Company be unable to obtain sufficient employees among those people normally performing the job, they will give the opportunity to the employees in the area using the low overtime hours concept.

(c) When an area requires additional employees for overtime, the remaining quality assurance inspectors and spares will be combined **and** offered the overtime using the low overtime hours concept.

9. When scheduling overtime for the **green** frame repair coverage, the floor inspectors having job ownership in the area concerned will be combined, the low man concept will be used among this group.

10. The Company will supply quality assurance inspectors with the proper tools required to carry out their duties at no cost to the employee.

11. For the purpose of overtime equalization as per Article 10.03 (4), quality assurance inspectors shall equalize within their areas.

For the purpose of overtime equalization, employees entering Final Assembly on a transfer will assume **high** hours in Final Assembly. The same concept will apply to any employee transferring into Sub-Assembly.

12. The parties recognize that manpower on owned jobs will vary subject to workload requirements. Accordingly, should it be necessary to combine owned jobs in **an** area, the most senior employee(s) will be retained.

13. Should it become necessary to combine owned jobs for overtime requirements, the overtime will be offered by the low man concept to those employees owning the affected jobs. The provisions of this clause supersedes (7) and (8) above.

Jobs expected to be combined Monday **through** Friday, will be considered combined for that weekend's overtime.

14. Prior to instituting (12) or (13) above, the Company will discuss **its** intent to do so with the Non-Production Committee person or his/her designated representative.
15. The parties agree to the following **as** it relates to the application of Article **10.03** (overtime distribution) and the inspection of finished products in Plant.

When a finished product is tagged "O.K. to Ship":

- (i) Area #1 - Press Shop Repair Inspector will be responsible for all inspection required on unpainted parts or assemblies and;
 - (ii) Area #4 - Shipping Inspector will be responsible for all inspection required on painted frames, parts/assemblies.
16. When it becomes necessary on a shift to reduce **an** area, the senior employees who **own** the area will be retained, thereafter, any employees who were assigned to the area will be retained by seniority.

20.05 JOB OWNERSHIP - ASSEMBLY

1. **Job** ownership is by paypoint(s) which is obtained through the job posting procedure.
2. Assembler spares shall own the department to which they job posted.

Assembler spares attached to **final** assembly **as** per shift change, will be assigned first by seniority, to cover for absenteeism **and/or**

additional manpower requirements on final assembly. The same concept would apply to sub-assembly.

After the above procedures have been followed and there are still people out of work, the Company will at this time combine spares and ownership people that are **out** of work and reassign those people by seniority to any available jobs in the department first.

3. For application of **seniority** in regards to layoff, assembler and assembler spare classifications will be combined.
4. **When** it becomes necessary on a shift to reduce to a partial crew on a paypoint(s), the senior employees who own the paypoint(s) will be retained. **Thereafter**, any employees who were assigned to the paypoint(s), will be retained by seniority.
5. For the purpose of overtime, the following will apply:
 - (a) **Overtime** for final assembly **and** sub-assembly will be equalized separately (**same** shift concept applies). **For the** purpose of applying article 10.03(4), employees entering final assembly or sub-assembly will be charged with the **high** hours in **the** area.
 - (b) Sub-assembly repairs • low person in sub-assembly including assembler spare (attached to sub-assembly **as** per shift change) to be asked first.
 - (c) Green **frame** hanging and repair • low person in final assembly, including assembler spare (attached to final assembly **as** per shift change) to be asked ~~first~~.
 - (d) Should a sub-assembly fixture scheduled for overtime not be able to obtain enough employees who own that fixture, the Company would then ~~ask~~ the low people in sub-assembly, including the assembler spare (attached to sub-assembly **as** per shift change). The same concept would apply to final assembly.

- (e) Module First Off - Should a module scheduled for overtime not be able to obtain enough employees who own that module, the Company would then ask by the low person concept in final assembly including the assembler spare (attached to final assembly as per shift change). The same concept would apply for sub-assembly.
 - (f) If during a regular work day a **fixture** is scheduled to work overtime within a twenty-four (24) hour period, those employees working on the fixture(s) with ownership **at** the time the overtime is scheduled, will be given the opportunity to work first.
 - (g) Should a sub-assembly **fixture** be scheduled for overtime, the Company may bring in employees to cover for absenteeism using the low person concept. The same concept will apply to final assembly.
 - (h) When it becomes necessary to reassign employees who are working overtime as per (e) above, such may be assigned to **any job within their classification for a period of up to 4 hours**. The same would apply to sub-assembly.
6. When module employees are required to be assigned to off line green frame repairs, they will be selected by seniority from all employees on that shift who **own** final assembly and assembler spare (attached to final assembly as per the shift change). The hoist jobs on the module are considered to be green frame repairs.

When a module shuts down during the course of a *shift*, the senior people will be assigned to any green frame hanging or repair that results from the shutdown, not to supersede those previously assigned under paragraph (1) above. This same concept will also apply to sub-assembly repairs.

20.06 OWNERSHIP--UTILITY WORKER

Utility Worker ownership will be by departmental classification, which will be attained through the job posting procedure. When overtime work for Utility **Worker** is scheduled in their department, the following will apply:

1. Overtime will first be offered to the Utility **Worker** in ~~the~~ department with the least amount of overtime.
2. "On the shift the overtime occurs" shall mean:
 - (a) the 7:00 a.m. to 3:00 p.m. and the 7:00 a.m. to 3:30 p.m. shifts will be the same shift for ~~the~~ purpose of overtime scheduling.
 - (b) the 3:00 p.m. to 11:00 p.m. and the 3:30 p.m. to 12:00 a.m. shifts will be the same shift for the purpose of overtime scheduling.
3. If the Company is unable to obtain sufficient Utility **Worker** in that department, they will give the opportunity to Utility **Workers** in other departments who have ~~the~~ least amount of overtime in such other departments in the following manner.

Utility **Worker** Area Ownership

Area "A" will consist of Departments 110(including 109 and Blankers), 210, 218 (Toolroom), 319 including Hydroforming and E-Coat facility.

Area "B" will consist of Departments 117 including 360 rear bumpers, 122, 136 including 98 bumpers, 140 and 208 including Post E-Coat.

When overtime occurs, the Company will ask in the department using low person concept. After having exhausted the department ownership, the rest of the Area will be exhausted and then the other area using the low man concept in the classification.

Utility **Workers** in Department 319 who **are** capable of operating the motorized vehicles for housekeeping, will be asked to perform overtime work with these vehicles following the procedures outlined in Article 10.03(2). However, this shall not prevent the Company from asking these Utility **Workers** to perform all Utility **Workers** functions on overtime should they not be required to operate the motorized vehicles.

20.07 DEPARTMENT 117 - JEEP SUB-ASSEMBLY OWNERSHIP

1. All fixtures in Jeep Sub-Assembly will be joint ownership.
2. All employees will be required to rotate **through** all fixtures, for the purpose of overtime low person concept.
3. The intent of this agreement is that all fixtures in sub-assembly will be considered as one (1) for applying all contract language.

20.08 LIFT TRUCK JOB OWNERSHIP

1. Lift truck operator ownership as referred to in this Agreement, shall be by area as follows:

Area #1 - Department 110 consisting of:

Blankers

Press lines

~~Wash~~ lines

Parts Washer

Stock Hauler

Department 101 - Press Shop Repairs

Overhead Crane

Area #3

Modules – Dept. 131, 132, 133, 134, 136

Sub-assembly – Dept. 135, 136

Tip-up

Dropped frames **and**

Green major repairs

~~Off~~ load **Hydroformed parts**

Department 128 (98 Bumpers)

360 Rear Bumpers

Including black and green frames in respective Modules – department 117 and 140

Sub-Assembly – department 117 and 140 Including black and green frames in respective area

Area #5 – KD Operation

Scrap house & yard requirements including filling of propane bottles

Shipping requirements other than a full frame

Receiving purchase parts and Hydroforming feeding

Will be responsible for the loading of all outgoing bumpers and receiving of the 360 bumpers back into the plant

Post E-Coat

Area #6 – Department 208

Shipping including black frame repair

Area #7 -Spares

1. Lift Truck spares are designed to cover for absenteeism or additional manpower requirements within the lift truck classification.
2. The ratio of Lift Truck Operator Spares to Lift Truck Operator will not exceed one(1) to ten(10) when scheduling weekend overtime except as outlined in items (3) and (4) below.
3. If during a regular workday - i.e. the twenty-four (24) hour period from the start of the shift, an area is scheduled to work overtime, the low person in the area at the time the overtime is scheduled will be given the opportunity to work the scheduled overtime. This includes Lift Truck Operator Spare if he/she is working in the area at the time the overtime is scheduled.
4. (a) Overtime will be offered to those employees normally performing the work in the area scheduled for overtime using the low overtime hours concept.

(b) When an area requires additional employees for overtime, the remaining Lift Truck Operators and Lift Truck Operator Spares

will be combined and offered the overtime ~~using~~ the low overtime hours concept.

5. For the purpose of overtime equalization ~~as per~~ Article 10.03(4), Lift Truck Operators shall equalize ~~within~~ their areas.

For the purpose of overtime equalization, employees entering the area on a transfer will ~~assume high~~ hours in the area.

6. ~~For~~ applications of seniority in regards ~~to~~ layoff, Lift Truck Operator and Lift Truck Operator Spare classifications will be combined.
7. 16.04 of the Collective Agreement will apply to the spare classification for ~~lift~~ truck drivers.
8. When it becomes necessary to reduce an ~~area~~, the ~~senior~~ employees who own the ~~area~~ will be retained; thereafter, any employees who were assigned to the ~~area~~ ~~will~~ be retained by seniority.

20.09 BUMPER OWNERSHIP

Current Department 128 will consist of fixtures 51, 52, 53, 54, 55, 56, operations 10 A and B ~~and~~ operations 20 A, B, C ~~and~~ D. The above fixtures will be joint ownership.

Department 128 will be combined into and become known ~~as~~ Department 136 with rear bumpers for the GMT 360 program. Within Department 136 the bumpers ~~will~~ be a part of Department 136 Area C -- Post E-Coat and Bumper assembly.

For overtime purposes in Department 136, Areas B ~~and~~ C will be exhausted first.

Further discussions will continue, as more information on manpower becomes available in regards to job ownership etc.

20.10 DEPARTMENT 140 OWNERSHIP

Department 140 will consist of the Module and Sub Assembly ownership.

Sub Assembly ownership will be as follows:

- Fixtures 1, 2, 3, 4, 5, 6, 21, and, 22 because of EWS numbers will have full ownership.
- Fixtures 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 23 will be discussed by the Assembly Manager and Area Committeeperson, to determine any dual ownerships.

All terms of the Collective Agreement as it applies to ownership, postings, overtime and assignment, will apply.

20.11 S.T. OWNERSHIP

Area A

1. The Company agrees to continue the present practice of joint Ownership as it relates to S.T. Sub-Assembly.
2. For the purpose of overtime equalization, Department 122 will consist of five (5) areas consisting of:
 - Dept. 132 S.T.325 Module
 - Dept. 133 S.T. Pony Module
 - Dept. 134 S.T. Truck Module (including S.T.17 & 18, Electric Truck)
 - Dept. 135 S.T. Sub-Assembly
3. Employees entering the Module(s) on a transfer, will take high overtime hours on the **modules**.

Employees transferring from one Module to another, will retain their overtime hours (same concept will apply in sub-assembly).

4. 440 Module

Area **B and C**

The Company and the Union agree to the following with respect **io** ownership and GMT 360.

Area **B**

- Module 1
- Module 2
- Sub Assembly (The parties agree to setup job ownership in **Sub** assembly using the EWS and Dept 140 **job** ownership **as** guidelines)

Area **C**

- Post E-Coat and Bumper Assembly

For Overtime Purposes in Department 136, Areas **B** and **C** will be exhausted first.

All terms **of** the Collective Agreement as **it** applies to ownership, postings, overtime, and assignment will apply.

When reassignment is to occur for a period **of** two hours or less ownership will not apply.

ARTICLE XXI
DURATION

21.01

This Agreement shall become effective **April 24, 2006** and shall continue until midnight, **April 23, 2009** (2400 hours) and shall continue from year to year for further periods **of** one (1) year unless either party shall have given written notice **of** termination or written notice or proposals for amendments to the other *party* not less ~~than~~ two (2) months, but not more than three (3) months prior to the expiration date **of** any yearly period thereafter. In the event **of** written notice **of** termination or proposals for

amendment having been given by either party as herein provided, negotiations shall be proceeded with during the notice period with a view to completing a ~~new~~ Agreement.

The Pension Agreement became effective April ~~22, 2006~~ and will remain in effect for a period of three years concluding with the expiration of the Collective Agreement in the year ~~2009~~.

The Restructuring Plan (19% Competitive Assessment Study) will be implemented by the Company through a period of transition beginning April ~~28th, 1997~~ and concluding with the expiration of the Collective Agreement in the year ~~2003~~.

21.02 Should such negotiations extend beyond the expiration date, this Agreement shall not expire, but shall continue in full force and effect until the expiration of the ~~time~~ limits referred to in Section ~~79(2)~~ of the Labour Relations Act, Ontario R.S.O., 1995, Section ~~63~~ Clause ~~18~~, or as hereafter amended, or until a new Agreement is entered into by the parties, whichever day shall occur first.

21.03 All letters of intent and written Agreements drawn up prior to and during the life of the Collective Agreement, will be considered void at the termination of this Collective Agreement unless they are renewed by mutual agreement.

SIGNED THIS 19th day of March, 2005 at Kitchener, Ontario.

FOR THE COMPANY: FOR THE NATIONAL UNION:

T. Collins **W. McKay**
Human Resources Manager National Representative

K. South **R. Lee**
Off Shift Superintendent President

J. Hamill **R. St. Denis**
Manufacturing Manager Plant Chairperson

D. Robinson **Committeepersons:**
Plant Controller & CFO **B. White**

R. Virostek **P. Wilkinson**
Labour Relations Manager **R. Galway**

P. Bertolini **M. Mayer**
Engineering and Technology Manager **D. Hillis**

APPENDIX "A"
HOURLY RATE RANGES

04/01/05

NON-SKILLED CLASSIFICATIONS

Utility Worker	26.17
Lift Truck Operator	26.52
Die Setter	27.24
Floor Inspector	27.24
Repair Welder	26.78

SKILLED CLASSIFICATIONS

Carpenter/Painter	33.06
Sheet Metal/Welder	33.06
Millwright	33.06
Pipefitter	33.06
Motor Mechanic	33.06
Stationary Engineer 2nd	33.06
Tool and Die Maker	33.06
Electrician/Electronics/ Construction & Maintenance	33.06

PRODUCTION CLASSIFICATIONS

Press Operator	10.49
Press Operator Spare	10.49
Assembler	10.49
Assembler Spare	10.49
Blanker Operator	10.49

**APPENDIX "B"
UNION REPRESENTATION**

- One (1) Plant Chairperson (Plant-Wide)
- Five (5) Committeepersons
- One (1) Press Department (including Die Setter, Blanker Operator)
- One (1) Skilled Trades (all including Stationary Engineers, Die Storage Attendant)
- One (1) Assembly Departments 117, 128, 140, 136c (Post e-coat) and Assembler spare
- One(1) Non-Productive (includes Lift Truck Operator, Crane Operator, Utility Worker, Shipper, Storekeeper-Receiver Attendant, Inspector)
- One(1) Assembly Departments 122 and 136, and Assembler Spare.

The number of Committeepersons will be determined by Article V.

STEWARDS	"A"	Shift "B"	"C"
Skilled Trades-including Stationary Engineers, Tool Crib Attendant, Die Storage Attendant	1	1	1

Assembly Departments- 117, 128 140, 136c (Post e-coat) and Assembler Spare	1	1	1
Departments 122 and 136 Assembler Spare Repair Welder	1	1	1
STEWARDS	"A"	"B"	"C"
Press Shop - Departments 109 & 110 Press Operator Press Operator Spare Die Setter Blanker Operator	1	1	1
Non-Production-Department 210 Lift Truck Operator Crane Operator All Utility Workers Storekeeper-Receiver Attendant Shipper Inspector All Non-Production	1	1	1

The number of Stewards on each shift will be determined by Article V.

APPENDIX "C"
SENIORITY GROUPS

SENIORITY GROUP I

Utility Worker

SENIORITY GROUP II

Lift Truck Operator
Lift Truck Operator Spare
Overhead Crane Operator
Shipper

SENIORITY GROUP III

Assembler
Assembler Spare
Repair Welder

SENIORITY GROUP IV

Floor Inspector
Floor Inspector Spare

SENIORITY GROUP V

Press Operator
Press Operator Spare
Die Storage Attendant
Die Setter
Blanker Operator

APPENDIX "D"
BENEFIT PACKAGE

Life Insurance \$55,000
A.D. & D. \$27,500

Weekly Benefits • will be as per Section VI, A., of the Benefits Booklet to a ~~maximum~~ of fifty-two weeks (no pyramiding of benefits with Government Plans)

Semi-Private Hospital Plan
Prescription Drug Plan
~~Extended~~ Disability
Transition Benefit
Home Nursing Care
Visual Care
Dental Care
Prosthetic Appliance and Durable Medical Equipment
Hearing Aid
OHIP
Pension Plan
SUB
Chiropractic Services
Legal Services Plan

The Company will pay the full cost of the premiums for the above plans, unless specified elsewhere in the Agreement.

The above benefits are more fully detailed in the Benefit Booklet which is part of this Agreement.

LETTERS

#1 ARBITRATION

As an alternative to the regular arbitration procedure, the parties shall have the option ~~of~~ mutually agreeing to refer a post third step grievance to a Grievance Commissioner in the following procedure:

- a) The Employer and Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a Grievance Commissioner (where more than one, acting in rotation) will set aside such time ~~as~~ may be requested by the Employer and the Union to consider and determine grievances referred to him/her hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to ~~the~~ same limitations as an arbitrator under Article 6.06.
- b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner, ~~are~~ set out in the schedule as follows.
- c) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party ~~as~~ a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
 - (i) Be consistent with the provision of this Agreement
 - (ii) Be confined to the grievance referred to him/her.
- d) The Union and the Employer, shall each be responsible for one-half the expenses of any fees payable to the Grievance Commissioner.

- e) The parties, when referring a grievance to a Grievance Commissioner, shall also provide him/her with the Step III summary (or as amended by agreement of the parties) and the decisions of the management representative at Step II and Step III.
- f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.
- h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- i) The Grievance Commissioner must render his/her decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his/her decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of his/her decision.

#2 APPLICATION OF ARTICLE VII

As of the signing of the Collective Agreement in cases where the Company disciplines an employee for theft from the premises or fraudulent claims under the Insurance Plan covered in the Supplemental Agreement, the date of violation shall be the date alleged violation first became known to the Company.

#3 GRIEVANCE PROCEDURE - REINSTATED

During the negotiations of the current agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of ~~as~~ contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where ~~the~~ National Union, C.A.W. by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee ~~has~~ reviewed the disposition of a grievance and found that such disposition ~~was~~ improperly effected by the Union or a Union representative involved, the Canadian Director may inform the Company's Labour Relations Manager in writing that such grievance is reinstated in the grievance procedure ~~at the~~ step at which the original disposition of the grievance occurred.

It is agreed, however, that ~~the~~ Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either is already barred under the provisions of the aforementioned agreement at the time of the reinstatement of the grievance, or that relates to the period between the time of the original disposition and the time of the reinstatement ~~as~~ provided herein. It is further agreed that the reinstatement of any such grievance shall be conditional upon the prior agreement of the Union and the employee or employees involved that none of them ~~will~~ thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its

members, the employee or employees involved, and the Company, and such grievances shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by an Arbitrator or other grievance resolutions.

It is understood this letter and the parties' obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the provisions will be applicable to any case settled prior to March 25, 1995.

#4 GRIEVANCE PROCEDURE - WITNESS

During the current contract negotiations, the question of witnesses was discussed related to Articles 6.02, 6.03, 6.04 and 7.05 of this Agreement.

It is the Union's intent that during these steps of the grievance procedure, when it is necessary to call witnesses, one to two employees would be sufficient for a large group. However, this does not mean that more witnesses cannot be called at the request of either party.

#5 ARTICLE 5.03(b) UNION REPRESENTATION

It is understood, that when a Steward's area of representation is below 10 employees on his/her shift, hours of representation will be restricted to the same as described in Article 10.04 of the Collective Agreement.

#6 ARTICLE 5.03(e)

Effective with the 1998 Local 1451 election of Union Stewards, the Union agrees when there are 50 or fewer non-production employees (excluding trades) on a scheduled 'C' shift, only one (1) Non-Production Steward will represent all the non-production employees on that shift.

As these cases arise, the Union will inform the Company which Steward will represent those employees on the shift referred to.

This Steward will be allowed time off during his/her shift as outlined in Article 5.03(b) to attend to his/her representation duties.

#7 ARTICLE 5.11 --- REPLACEMENT OF SAFETY REPRESENTATIVE DURING PRIME VACATION PERIOD

During the 1997 Negotiations the parties agreed the Safety Representative could be replaced while absent for vacation of one or more weeks during *the* prime vacation period provided a press line or assembly module is scheduled to work. The replacement must be a certified member of the Joint Health and Safety Committee established in Article 17.01. If Committee members are scheduled to work during such period the senior employee will be appointed. If no committee member is scheduled to work the senior person not working will be appointed.

His/her privilege to leave his/her job is limited to the handling of safety matters relating to or arising from the work during the Safety Representative's absence, on behalf of employees working during such absences.

#8 ARTICLE 5.12 -- STEADY DAYS FOR CERTAIN UNION OFFICIALS

Article 5.12 provides that employees elected to certain Union offices, will be retained on the day shift. The provisions with respect to rotating shifts and steady days sometimes require the Company to retain an extra person on a job to retain a Union Official on steady days. The parties agreed that the extra person could be assigned to any job in his/her classification provided he/she will not be assigned outside his/her department so long as there are extra persons working in his/her department.

#9 HARASSMENT/DISCRIMINATION IN THE WORKPLACE

The Company and Union agree harassment/discrimination in the workplace is not to be tolerated.

All complaints will be handled using the C.A.W. Harassment/Discrimination Policy as a guideline, which will include the participation of the Human Resources Department in the investigation at the initial stage of any complaint.

#10 EMPLOYEE ASSISTANCE PROGRAM

The Company and the Union share a deep concern about the problems which exist in our society today. Therefore, the Company agrees to continue the Employee Assistance Program presently in effect. In addition, the Committee, consisting of at least two (2) but not more than three (3) representatives of the Company and the Union, will update and modify the program as required by mutual agreement.

This Committee will meet on a regular basis and will promote its functions with a view of encouraging employees to bring possible problem situations to the attention of the Committee as soon as possible.

The Company will ensure that all members of the Committee will be given the opportunity to attend training and education courses related to the Employee Assistance Program, at no cost to the Committee members including lost time during their regular working hours where applicable.

The Committee will set up education programs for both Management and Union representatives concerning various problems in society. Any lost time incurred on courses approved by the Company related to this program, will be paid by the Company.

The Company recognizes that Committee Members must share their own time for this program to be effective. Therefore, any lost time during regular working hours will be paid by the Company with no loss of earnings to the Member(s).

The Committee will keep all matters brought to its attention in strict confidence.

#11 MODIFIED WORK/ACCOMMODATION PROGRAM

The Company and the Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily unable to return to their regular duties as a consequence of an occupational or non-occupational injury/illness or disability.

It is understood that as a result of the limited number of modified jobs available, the Union and Company agree to set up a Modified Work/Accommodation Committee.

The Accommodation Committee will consist of three (3) Union Representatives and three (3) Management Representatives, who will meet on a regular basis to discuss temporary accommodations. A third party representative may be used as required.

Cases of Accommodation will be reviewed on an individual basis by the accommodation committee, taking into consideration, 1) the medical restrictions of the employee, 2) the necessity to provide work assignments which are beneficial to the employee's medical rehabilitation.

Modified or alternative duties encompass any job, task, or combination of tasks or functions that an employee who suffers from temporary disability may perform safely and within medical restrictions of the employee.

The following guidelines will apply when considering an employee for **Modified/Accommodations**.

- A. The disabled employee's present job will be considered.
- B. Positions within the disabled employee's classification will be considered.
- C. If employees cannot be accommodated within their own classification, the Committee will attempt to accommodate such employee outside his/her classification provided the area supervisor and Union committee person have been informed.
- D. Should more than one employee require modified work on the same day/shift, seniority will prevail, providing the employees are capable of performing the available jobs. When an employee has been assigned a modified job, employees with greater seniority will not be allowed to displace that employee.
- E. Temporary Modified Work may be arranged for up to 12 weeks. Upon request from the employee's physician or specialist, extensions may be considered by the Committee.
- F. An employee who returns on Modified Work/Accommodation, may not displace another employee.

- G. During the period of temporary modified employment, employees will not be permitted to work overtime. The Modified Work/Accommodation Program is considered to be a work hardening program to get the employee back to his/her pre-injury position.
- H. The Company agrees to provide three light duty positions as fire watch as a modified position in accordance with the individual's restrictions under this program.
- I. Jobs that are not defined in the appendices of the Collective Agreement, will be paid the rate of **Utility Worker**.
- J. If accommodations cannot be arranged by the Committee, the employee will remain on weekly indemnity or WSIB benefits.
- K. Where it is known in advance of weekend overtime, the Company will offer the fire watch overtime to the **Utility Worker Classification** as per the Collective Agreement. In cases where prior notice was not given, the Company will use **Utility Workers** that are working in the plant at such time.
- L. Disabled employees shall not be precluded from working during the vacation shutdown providing that the job they have been accommodated on prior to the shutdown is required to run during the entire vacation shutdown period.

#12 MODIFIED WORK/ACCOMMODATION PROCEDURES

GOALS

The Company and the Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily unable to return to their regular duties as a consequence of an occupational or non-occupational injury/illness or disability.

OBJECTIVES

- To assist in the rehabilitation of employees so they can return to their pre-disability job.
- To provide a benefit to the company and employees by having work required to be done, performed by employees who otherwise would be absent from work.
- To provide fair, equal and consistent practices for such employees.

DEFINITIONS

A Modified Work Candidate is an employee recuperating from an occupational or non-occupational **injury** or illness and unable, on a temporary basis, to perform all the duties of the employee's regular job.

The Modified Work Committee will consist of equal representation from both the Union and the Company.

Modified **Work** is work assigned to employees while they are temporarily and partially incapacitated where either the physical requirements of the employee's regular work are modified or the employees are assigned to other work within their medical restrictive capabilities.

RESPONSIBILITIES

1. Working collectively, the Committee shall ensure that the Modified Work Program is in accordance with the Collective Agreement, Supplemental Agreement or statutory requirements **as** per Human **Rights**, WSIB, Occupational Health and Safety or any other relevant Employment Legislation.
2. The Modified Work Committee, in conjunction with the line supervisor, will be responsible for providing work assignments and monitoring the employee's progress in employee specific rehabilitation program, including evaluation of work accomplishment.
3. If after a pre-determined period of time within twelve (12) weeks, **an** employee on modified work has not responded satisfactorily or

has not returned to the employee's regular work, the Modified Work Committee will review the case and make recommendations regarding the employee continuing in the program.

4. The injured employee shall communicate any concerns to a Union Representative **or** Supervisor so those potential problems can be resolved early. It is also the Employee's responsibility to obtain clearance from his/her physician for the return to work and to work in conjunction with the ThyssenKrupp Budd Medical Centre and Modified work/ Accommodation Committee.
5. The ThyssenKrupp Budd Medical Centre will work with the Modified Work Committee in promoting the employee's rehabilitation in accordance with the Modified Work Program and in conjunction with the Employee's licensed medical physician.

If a problem arises that cannot be resolved the Modified Work Accommodation Committee, may require the employee to attend an Independent Medical Examination and/or a Functional Abilities Evaluation at the Company's expense. Failure to resolve the issue will result in the Modified Work option being rescinded.

#13 JOINT COMPETITIVE TASKFORCE

During the 2002 contract negotiations, the parties discussed subcontracting, outsourcing, job assignment rules, and staffing at **great** length. These discussions highlighted the need for **a** process by which the Company and the Union could jointly review, study, and discuss issues focused on improving plant competitiveness.

The parties decided to establish a process that would serve **as** a mechanism for a routine, planned, sharing **of** information about business opportunities, challenges, results and plans that will ultimately have an effect on employment levels. Therefore the parties agreed to establish a Joint Competitiveness Taskforce (JCT) to function during the term of this Agreement.

The JCT will consist of the Union President, Plant Chairman, Bargaining Committee, Plant Manager, Human Resources Manager, Controller, Manager of Engineering and the Managers of the Production Departments. In addition, each party will make available necessary members of their respective organizations who bring specified skills or insights to the Committee. The JCT may find it advisable to appoint several of its members to function as ad hoc working committees, while it functions as a steering committee.

The JCT will meet at least quarterly to consider the following matters:

1. Receive and review information about business opportunities, challenges, results and plans that may ultimately have an effect on employment levels.
2. Review and discuss improving the Plant's effectiveness with respect to business functions that may not be part of its core business of producing auto and truck chassis components. Such review and discussion may include an investigation of outsourcing opportunities.
3. Consider issues related to the effective utilization of manpower resources and options for increasing quality and output.
4. Review and resolve competitiveness issues referred to them for consideration by Management or the Union.

It is anticipated the JCT will, through a timely exchange of information and views, impact plant operations by eliminating problems which tend to increase cost and become deterrents to the effective operation of the business and adversely impact Employees success and well being at the workplace.

If the JCT considers that Company decisions, work practices or provisions of the Agreement may be having an adverse effect on the Company's ability to compete effectively it will discuss such matters on a timely basis and explore fully the possibilities for taking practical steps with respect to such matters to the end of improving plant competitiveness. After concluding discussion on a matter the JCT will jointly report its findings,

conclusions and recommendations to appropriate leadership of the Plant and the Union.

#14 JOINT TRAINING/EDUCATION COMMITTEE

During the previous collective agreement, the Union and the Company successfully formed a Joint Training Committee that was responsible for establishing training programs for the members of the Union and the employees of ThyssenKrupp Budd Canada Inc.

This letter will confirm the intent of both parties to continue this practice during ~~the~~ term of this Agreement.

It is understood that **any** training or education will be implemented through this committee. The committee will be responsible for recommending training/education programs, budgeting, scheduling curriculum, etc.

The Joint Training/Education Committee will consist of an equal number of people from both the Union **and** Management. The respective Unit Bargaining Committees will select the union members to be appointed to this committee.

#15 ENVIRONMENT/HEALTH & SAFETY COMMITTEE

The Company and the Union agree that because of the concern for the health and safety and environmental concerns of our employees, the parties agree that the Chairperson of the Environmental Committee or his/her designate, will at the request of the Joint Health and Safety Committee Chairperson **and** with the approval of the Human Resources Manager, attend meetings of the Joint Health and Safety Committee, where environmental issues are to be discussed.

#16 SAFETY INSPECTION OF EQUIPMENT

The parties discussed the Union's concern regarding the installation of necessary safety measures on new, rebuilt or relocated equipment and fixtures. It is the Company's intent to continue its present practice to encourage members of the Joint Health and Safety Committee to inspect where practicable, such installations with a view to providing recommendations to management.

#17 ERGONOMICS

Prior to the installation of new equipment, the Company will involve the Ergonomics Committee to help alleviate potential work-related injuries resulting from poor work station arrangements and/or improper work habits. **As a result, the parties have established an ergonomic task force to review these mutual concerns.**

The Ergonomics Committee will be responsible for establishing, conducting and implementing procedures and resolves that will improve the working environment as it relates to ergonomic issues. The intention will be to improve the working environment and worker health. The Company will ensure that the Committee receives the training, education and resources that will enable **them** to perform their duties effectively.

The Ergonomics Committee will consist of an equal number of members from both the Union and Management. Both parties will be responsible for appointing their respective representatives on the committee.

#18 COMPANY PAID BENEFITS (W.S.I.B. REHABILITATION JOB)

The parties agreed during the final stages **of** negotiations to continue to provide Company-paid benefits (as per agreement re: **amounts** and

duration) to those on disability leave who have been placed by the WSIB in a rehabilitation job where that employer does not provide similar benefits.

#19 PAID EDUCATION LEAVE

In negotiations resulting in this Agreement, the Company agreed to pay into a separate **fund**, four cents (\$.04) per hour per **employee** for all hours worked during the life of this Agreement for the purpose of providing paid education leave for Members of the Bargaining Unit, selected by the Union to attend courses to upgrade **skills** in all aspects of **trade union** functions. Such monies will be paid **on** a quarterly basis into a trust **fund** established by the National Union, C.A.W. **and** sent by the Company to the P.E.L. Administration Office, Box 897, **PORT ELGIN, Ontario, NOH 2C0**. 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.

#20 SOCIAL JUSTICE FUND

During the current negotiations, the Union discussed their desire for the Company to contribute to a "Social Justice Fund". The Fund would be used to provide financial assistance to such things as: food banks, emergency relief to assist victims of hurricanes, drought, etc., and sponsorship of international projects in underdeveloped countries.

The **Company** is agreeable **to** contribute one cent (\$.01) for each straight time hour worked **on** a quarterly basis commencing July 2, 1997 based upon the following conditions:

- 1) The fund would be incorporated **as** a non-profit corporation and registered **as** a charity under the Income Tax Act. Proof of such incorporation and registration would be available to

ThyssenKruppBudd Canada Inc. prior to the commencement of contributions, in addition, ongoing proof of such status will be provided upon request.

- 2) The Union obtains a favourable Income Tax Relief from the Department of National Revenue that all Company contributions to the non-profit corporation are tax deductible for the Company.
- 3) All contributions will be made directly to the non-profit corporation.
- 4) The Union will provide ThyssenKrupp Budd Canada Inc. with the annual audited financial statements and summaries for each year's donations made by the non-profit corporation.

#21 MISINFORMATION ON EMPLOYMENT AND MEDICAL APPLICATION FORMS

The following is pursuant to our discussion during the current negotiations.

After signing of the Collective Agreement, present employees whose employment application and medical forms were completed using incorrect information, shall not be subject to discipline for the reason of incorrect information, on such application forms.

Any new employee who has obtained at least six (6) months seniority and whose employment application form was completed using incorrect information, shall not be subject to discipline for the reason of incorrect information on the employment application form.

This in no way limits or restricts the right of the Company to discipline any employee for just cause except as outlined above.

#22 CLASSIFICATIONCHANGES

After the signing of this Collective Agreement, the Company agrees that, for new classification and for changes in job structure like and similar to those present classifications, it will sit down with the appropriate Members of the Bargaining Committee of the Union to discuss in detail the proposed changes.

The Company further recognizes the right of the Union to introduce at the Step III Grievance Level, any disagreements they may have as a result of these changes.

#23 JOB POSTING- PROBATIONARY EMPLOYEES

During recent contract negotiations, the Company agreed to discuss with the Union the appropriateness and qualifications of a probationary employee who is desirous of bidding on a plant-wide job posting before hiring a new employee from outside the plant.

#24 RECALL FOR THREE MONTH ABSENCES

The Company and the Union agree to recall any employee who is laid off from his/her job ownership rather than using a Spare to cover for extended absences of not less than a three (3) month period.

It is further understood that there will not be any increase in manpower in the affected classification or plant because of this recall and subsequent layoffs, these employees will not be considered to have ownership on the job recalled to.

#25 QUALITY ASSURANCE AUDITOR JOB VACANCIES

It is ~~the~~ intent of ~~the~~ Company to fill Quality Assurance Auditor openings ~~from~~ Floor Inspector ranks whenever possible. It is understood that ~~the~~ candidates need to meet ~~the~~ necessary qualifications, either academically or equivalent experience, to be considered.

#26 REFER TO THE HEAT RELIEF MEMORANDUM

#27 SCHEDULING WORK DURING VACATION SHUTDOWN

The Company agreed to ~~the~~ following as it applies to ~~the~~ scheduling of work during a vacation shutdown period.

- a) Employees will be asked to work by seniority within their department classification. (In non-production where they have area ownership, area ownership will be the same as departmental classification for ~~the~~ above procedure). Probationary employees will be entitled to work under this letter, providing they have been assigned a job as per Article 8.10 of ~~the~~ Collective Agreement.
- b) If an employee's ownership runs during this period, the employee in the plant because of (a) above, will be entitled to work on his/her ownership by seniority.
- c) Only those employees scheduled or requested to work will be charged with overtime hours during this period.

#28 OVERTIME - ARTICLE 10.03(2)

As discussed during recent negotiations, this will clarify the intent of ~~the~~ parties with regard to Article 10.03(2) of the Collective agreement **as** it relates to offering overtime to employees other than those normally performing the work.

When overtime is to be worked on Sunday and statutory holidays, the low person concept including spares will be followed:

"On ~~the shift~~ the overtime occurs" shall mean:

- a) the 7:00 a.m. to 3:00 p.m. **and** the 7:00 a.m. to 3:30 p.m. shifts ~~will~~ be the same ~~shift~~ for the purpose of overtime scheduling.
- b) the 3:00 p.m. to 11:00 p.m. **and** the 3:30 p.m. to 12:00 a.m. shifts will be the same shifts for ~~the~~ purpose of overtime scheduling.

#29 OVERTIME DISTRIBUTION- NON-PRODUCTION

The following reflects our understanding of how overtime is to be distributed for the non-production classifications identified below:

- 1) The applicable job titles are: Lift Truck Operator, Crane Operator, Utility **Worker**, Shipper, Storekeeper-Receiver Attendant **and** Inspector.
- 2) Where applicable, **an** employee reporting late to work forfeits his/her ownership **and** the right to any overtime on his/her owned job for ~~the~~ day (i.e. a twenty-four (24) hour period), should additional manpower be required on his/her owned job, he/she will be returned to such job and be eligible for any overtime being offered on that job thereafter.
- 3) Any employee assigned to a job to replace ~~an~~ absent employee, will own that job and be eligible for any overtime on such job for a twenty-four (24) hour period.

- 4) When **an** employee is assigned to perform work which results in a job or area supporting manpower over and above that which is considered standard, overtime on such job will first be offered to the employees who **own** the job, then if there is an additional requirement, it will be offered to the employees assigned to such job.
- 5) **An** employee classified as a "Spare" will only be eligible for overtime on the job he/she is working on at the time overtime is being distributed.
- 6) For safety reasons, when the Company requires **an** employee to be assigned to perform the work of loading and or topping rail cars, employees in the Shipper Classification will be assigned to these jobs. Should the Company require additional people to perform the work of loading and or topping rail cars, they will offer this work to employees who have previously performed the work of loading **and** or topping rail cars.

This procedure will restrict all loading and topping rail car work, whether regular or overtime hours, to employees with previous experience performing that function.

#30 OVERTIME DISTRIBUTION - TRAINING

Further **to** our discussion regarding the availability of overtime for employees attending training sessions, the following will apply:

While attending such training sessions:

- 1) Employees will be eligible for overtime through the normal work week (i.e. Monday to Friday inclusive) on their **regular** shift provided their Departmental Classification has been exhausted **as** per Article 10.03(2) of the Collective Agreement.

- 2) Employees will not be charged for any overtime hours they are not asked to work.
- 3) Employees will be eligible for weekend overtime on their regular shift (i.e. Saturday and Sunday, and Friday or Monday of a long weekend).
- 4) Employees must make their intention to work overtime known to the Company. Employees are obliged to contact their supervisor by no later than the day before an overtime assignment to determine if they are scheduled for that overtime.

#31 OVERTIME DISTRIBUTION- SKILLED TRADES

This agreement will clarify the intent of the parties with regard to Article 10.03(2) of the Collective Agreement as it relates to the skilled trades.

This agreement will only apply to skilled trades classifications normally working on ALL starting and finishing times laid out in Article 10.05 of the Collective Agreement.

1. When overtime is to be worked, the low man concept will be followed in the following zones:
 - (1) Press Shop including everything north of the 401 and Prototype, excluding Hydroforming
 - (2) Hydroforming
 - (3) 360 Assembly Modules and Sub Assemblies including 98 Bumpers
 - (4) Classic Assembly, Facilities, Anchor, Post E-Coat, Metokote, and 360 Rear Bumper
2. "On the shift the overtime occurs" shall mean:
 - (a) the 7:00 a.m. to 3:00 p.m. and the 7:00 am. to 3:30 p.m. shifts will be the same shift for the purpose of overtime scheduling.

(b) the 3:00 p.m. to 11:00 p.m. and the 3:00 p.m. to 11:30 p.m. shifts will be the same shift for the purpose of overtime scheduling.

3. When overtime is to be scheduled strictly for the purpose of production coverage on the 7:00 a.m. to 3:30 p.m. or the 3:30 p.m. to 12:00 a.m. shifts, the man with the least amount of overtime hours will be offered the overtime. In such cases, the unpaid lunch will apply.
4. When the overtime to be worked is of any nature other than the production coverage described in section 3, the following will apply.
 - (a) employees will work 7:00 a.m. to 3:00 p.m. on the "A" ~~shift~~.
 - (b) employees working on the "B" shift will start at 3:00 p.m. and finish at 11:00 p.m. and shall receive a paid lunch.
5. When it is necessary to schedule overtime that involves a combination ~~of~~ the times outlined above, employees will be assigned to their ~~regular~~ shifts. When this cannot be applied, employees will be assigned by seniority.

#32 OVERTIME EQUALIZATION(MONDAY)

~~During~~ recent negotiations, the Company and Union discussed the provisions of Article 10.03 (5) (i.e. absent from the plant) ~~as~~ it applies to offering Monday overtime to employees.

When the Company finds it necessary to offer Monday overtime immediately preceding that Monday, the following will apply:

- 1) As Monday starts a new week, overtime hours must be calculated to determine eligibility for Monday.
- 2) Using the low person concept, employees ~~will~~ be contacted and will be offered overtime ~~as~~ follows:

(i) In early overtime, will be offered to the employees scheduled to work the regular shift immediately following the overtime assignment.

(ii) Should Monday be an overtime shift, employees scheduled to work that shift, considering normal shift rotations, will be eligible for such overtime.

#33 OVERTIME - UNION TIME STUDY

The Company agrees to the following when a Union Time Study Person is required on an overtime shift and none is available.

Upon request of the Union Representative for the area requiring the service, the Supervisor will call in any one of the active Union time Study Representatives. It is understood that call-in pay provisions will not prevail and only the time spent in the plant directly related to the immediate problem will be paid for by the company.

#34 RE-ASSIGNMENT ON OVERTIME

When it becomes necessary to reassign employees on overtime due to machine breakdown, shortage of parts or absenteeism, the Company agrees that these employees will only be assigned in their departmental classification for ~~four~~ (4) hours of their shift unless mutually agreed to. Thereafter, the employees will only remain in the plant on their scheduled jobs except in the case of an emergency.

#35 WEEKEND RULES FOR SELECTIVE OVERTIME

a) Only employees eligible for Saturday overtime will be charged for Sunday overtime when Sunday overtime is scheduled on Saturday.

- b) Employees accepting overtime for both Saturday and Sunday who do not report for work on Saturday, will be assumed absent for Sunday and will be charged for both days.

#36 WEEKEND OVERTIME

During the year 2000 negotiations, the following agreement was reached regarding overtime hours on weekends:

- a) Selective Overtime – Any employee reporting late for work during the first four (4) hours will be assigned work and marked late for the purposes of time and attendance. Any employee reporting for work more than four (4) hours late, will not be allowed to work and will be regarded as absent for time and attendance. If this occurs on Saturday, the employee will not be allowed to work Sunday.
- b) Scheduled Full Overtime - The above language will apply with the exception that the employee will be allowed to work Sunday.

#37 OVERTIME FOR UNION LEAVE OF ABSENCE OR COMPANY BUSINESS

Further to our discussion regarding the availability of overtime, while employees are on Company business, Union Leave or P.E.L.:

- 1) Employees are not eligible for and can make no claim against the Company for overtime to be worked through the normal work week (i.e. Monday to Friday inclusive).
- 2) Employees will be eligible for weekend overtime on their regular shift (i.e. Saturday and Sunday, and Friday or Monday of a long weekend).
- 3) The employee must make his/her intention known to the Company prior to the leave. The employee is obliged to contact his/her

Supervisor no later than ~~the~~ day before the overtime assignment to determine if ~~he~~/she is scheduled for that overtime.

#38 CANCELLATION OF OVERTIME

Employees entering a department to perform an overtime assignment, shall take the highest overtime hours in the departmental classification, ~~or~~ in ~~the~~ case of Assembly ~~Departments~~, they shall take the highest overtime hours in Sub or ~~Final~~, which ever they ~~are~~ assigned to.

- 1) When the Company applies Article 10.03(2) and is required to “go to another department” for additional manpower, then finds it necessary to cancel a portion of an overtime assignment prior to the start of that overtime assignment, employees will be advised of the cancellation in the reverse order they were asked (i.e. the last department to be offered ~~would~~ be the first to be cancelled).
- 2) When it becomes necessary during an overtime assignment to cancel future scheduled overtime assignments, those employees not owning the department scheduled to work, will be offered available work by seniority.

(i.e. If previously asked for Saturday, Sunday and Monday, and on Sunday the Company requires less employees to work Monday, item #2 will apply).

#39 PERIODS OF EXCESSIVE OVERTIME

The Company recognizes it creates a problem when excessive overtime is being worked when seniority employees are ~~on~~ layoff. It is not the intent or desire of the Company to work extended and constant periods of overtime when there ~~are~~ Seniority Employees laid off. The Company agrees to meet with the Union to review and explore alternatives such as weekend worker programs ~~and~~ where practicable, the recalling of laid off seniority employees who are capable of performing the work.

#40 WAIVE LOW PERSON CONCEPT IN EMERGENCY SITUATIONS

The Company and the Union recognize that in cases of extreme emergency, where the customer requirements are in jeopardy and the Company can show proof of such situations and after full consultation with the Committeeperson or his/her designate, the Company and the Union may mutually agree to waive the Low Person Concept for the specific case only.

The Company recognizes that **this** Article is for extreme emergencies only and will not be for any other situations.

#41 OVERTIME DISTRIBUTION ARTICLE 20:08 AND ARTICLE 20.04

When overtime is required in the areas referred to in the above articles each area will combine the two (2) shift and three (3) shift employees for the purpose of requesting overtime using the low person concept in each area. Note: the areas are not combined only the shifts in each area. After exhausting **the** above procedure and the Company still requires additional people Article 20.08 (4b) will apply. This language will also apply to Article 20.04 of the Collective Agreement.

#42 CLARIFICATION OF 10.03 (4)

Graduated apprentices or recalled employees to Skilled Trades, and anyone rehired within a year, will be given the average hours in their trade.

#43 P.H.R. -ARTICLE 14.10(a)

During recent negotiations, the subject of mid-year new model introductions and model changes was raised. The Company agreed the P.H.R. would be substituted for pre-production rate in clause 14.10(a) when such situations occur outside the normal model year changeover period. It is clearly understood that major programs are excluded from this exception.

#44 P.H.R. -RUNTIME AND DOWNTIME

During recent negotiations, the Company agreed that whenever P.H.R. is paid on an incentive job, it will be paid for both Runtime and Downtime.

#45 MACHINE CONTROLLED JOB DOWNTIME

During recent negotiations, the Union raised its concern that incentive standards were being applied to new machine controlled jobs before they were capable of maintaining consistent runs due to automated equipment downtime.

As a result of lengthy discussions on this matter, the Company agreed future incentive ~~standards~~ would not be applied on machine controlled jobs until such time **as** experience gives reason to believe the downtime caused by automated equipment is controlled to the extent there is no more than two (2) hours of such downtime during a regular shift.

The parties agreed it is in their interest to focus their joint efforts on reducing automated equipment downtime on such jobs to the extent **an** incentive standard can be applied. In circumstances of extreme, extended and constant periods of automated equipment downtime on machine controlled jobs, the parties have agreed to explore the application of plans such as a progressively declining special compensation element to promote efforts to eliminate the abnormal downtime condition.

#46 POLICY CLARIFICATION ON PRE-PRODUCTION

- 1) Paypoint or incentive group is on pre-production when it is fully manned. When one or two people are assigned to work to ~~try~~ out equipment, payment will be at P.H.R. The 60 days to set a rate will commence from the first day on pre-production. "Fully manned" can exist when one of two people is **used** at a station when two are not required until incentive pace is achieved.
- 2) Offline green **frame** repair language is the same for pre-production groups **as** for incentive groups. Seniority and P.H.R. privileges apply.
- 3) Pickup and repair activities **are** paid
 - (a) The same **as** the line pre-production • if we are dealing with the same crew's production.
 - (b) P.H.R., if we introduce "backlog" repair to the pickup and repair men. Backlog meaning substantial pieces, not small quantities from prior shifts which are normal carryovers.

#47 OFF STANDARD CONDITIONS

At recent negotiations, the administration of "off standard allowances" was discussed with reference to establishing "prior earnings opportunity." The Company agrees to the following practice for the life of **this** Collective Agreement.

- 1) **Any ~~off~~** standard condition that has an earnings opportunity of or more, will have no adjustment.

- 2) If the earnings opportunity falls below **233%**, then an allowance will be applied to the rate that will provide **an** earnings opportunity equal to the following:
 - a) In assembly - the average **of** the highest crew on that job and paypoint *taken* from the last published weekly performance report.
 - b) In the Press Shop - the highest of the last three runs of that job.

#48 RE-ASSIGNMENT OF INCENTIVE WORKERS

When it becomes necessary to re-assign incentive employees anytime during a shift, the Company will re-assign employees by seniority within the department first to jobs that pay prevailing hourly rate (PHR), thereafter **to** production jobs etc. (This will not supercede Article 20.01 or 20.05)

When it becomes necessary to reassign outside the department the same procedure will be used.

#49 ASSIGNMENT

During recent negotiations, the parties agree that there may be circumstances under Article 8.09 where extensions may be beneficial to both parties.

Therefore, the Union agrees to discuss such situations with the intent of granting such extensions under Article 8.09 of the Collective Agreement.

#50 ASSIGNMENTS TO OTHER WORK AREAS

The Company agreed during recent negotiations to sit with the appropriate Union Representative to discuss alleged abuses of these assignments with the intent of reviewing the requirement and feasibility of recalling to such areas where the Union can show such abuses.

#51 MISCELLANEOUS JOB ASSIGNMENT

During recent negotiations, the Company and Union discussed the assignment of miscellaneous type jobs to Bargaining Unit classifications.

Before any future miscellaneous jobs are assigned to be performed, the Company will meet with the Local Bargaining Committee members to review the requirements of such job and assist in determining the classification to perform the work.

#52 HIT TO HIT TIME IN THE PRESS SHOP

During the 2002 negotiations both the Company and the Union expressed great concern about Hit to Hit time in the Press Shop and the importance of improving it for the success of both the Press Shop and the entire Plant. The parties agreed that within sixty (60) days following ratification they will meet to explore alternatives to improve this critical process.

#53 CODE 19

During recent negotiations the subject of using C-19 as a possible means of covering up downtime, was raised by the Union. The Company agrees that the intent of C-19 is for employees awaiting to be assigned to a job. C-19 will not be used for normal downtime situations.

The Company recognizes that Code 19 is a problem that due to inefficiencies and breakdowns have caused hardships in the past.

For all Code 19 assignments in ~~the~~ Press Shop only, the Company will pay all time on Code 19 at 160%.

#54 ASSIGNMENT TO DIE SETTING

During 2005 negotiations, the Company and Union agreed to the following as it applies to the Die Setter classification:

- 1) This Agreement does not restrict ~~the~~ Company's right to reassign employees into ~~the~~ Die Setter classification during the first four hours of a shift.
- 2) Notwithstanding ~~the~~ above **prior to using an employee from another classification the Company will replace any known absences by asking the equal number of die Setters to work four (4) hours over from the previous shift and/or asking is early from the subsequent shift. A known absence is defined as the employee notifying the Company at least sixteen (16) hours prior to the absence.** When replacing Die Setters known to be absent in advance of their shift, the Company will not use employees from another classification before asking the Die Setters on the previous shift to work four (4) hours over. If at this time the Company is unable to get enough regular Die Setters to stay over, they may use people **from** the Press Shop (Press Operator, Press Operator Spare, Blanker Operators) to cover for the first four (4) hours.

Employees from another classification may be utilized for the first four (4) hours of the shift prior to asking regular Die Setters on the previous **shift** to work four (4) hours over if the Company is not properly notified of an absence or notified less ~~than~~ sixteen hours prior, excluding weekends and holidays, to the start of the **shift** during which the absence is to occur.

Thereafter, the Company will call in the Die Setters from the following shift four **(4)** hours early to cover the rest **of the shift**.

- 3) **All** Die Setters are to have a lift truck license with automatic renewal privileges.
- 4) The Company and Union will re-evaluate the Die Setting written test and add a practical test.
- 5) **This letter will not apply to production workers when installing or removing production aids.**

#55 LINE OWNERSHIP - PRESS SHOP

During the negotiations, certain problems were discussed with respect to supposed management abuses - regarding the provisions of Article 20.01, i.e. Line Ownership - Press Shop.

This letter is to *clarify* the Company's intent that the Company **does** not condone abuses of this Article and where claims **of** such are made and can be substantiated, they should be brought to the immediate attention of the department General Supervisor by the Committeeperson and those employees affected will be given any applicable redress.

#56 PRESS SHOP START-UP

The form lines and portables in the Press Shop will be paid a twenty (20%) allowance for the first two clock hours (includes run time and down time) after a new job start up immediately following a die set. This provision does not apply to the blanking area. This allowance is in lieu of the allowance specified in 14.31 (a).

#57 PRESS SHOP FIRST OFF ACTIVITY

During the 1997 negotiations, the parties discussed the first offs in the Press Shop. This historically has been the responsibility of the Tool and Die classification, however, in an effort to make the facility more productive and efficient, the Die Setters and Press Operators will be able to run the First Off providing the tools have not been modified (e.g. repaired, rebuild, or tryout). This agreement does not preclude the Tool and Die Makers from running a First Off if required.

All work in the dies will be the responsibility of the Tool and Die Makers.

#58 OUTSOURCING OF PARTS

During the 2000 negotiations, the Union brought up their concerns of past, present and any future parts, in which ThyssenKrupp Budd Canada Inc. has or may outsource.

The Company and Union agree that before there are any layoffs or a reduction in the current press time allocation, the Company will sit with the in-plant Bargaining Committee to discuss bringing the outsourced parts into the plant where economically practicable.

#59 TEMPORARY LAYOFF IN PRESS SHOP

During the course of our recent negotiations the Company agreed to continue the practice of seniority when temporary layoff conditions occur.

For example, if during a shift Press Lines go down and employees are to be sent home due to lack of work, those employees with the least amount of seniority would be sent home. The senior employees would be retained to perform the available work.

This understanding was made on the basis that any errors made in applying the above, would not become the basis for a grievance or any Armchair payment.

#60 TEMPORARY LAYOFF USING OVERTIME HOURS

During the course of our recent negotiations, the Company agreed to continue the practice of using overtime hours in temporary layoff situations. For example, if during a shift a module goes down and some employees are going to be sent home due to lack of work, those employees with the most overtime would be sent home and the low hour employees would be retained to perform the available work.

This understanding was made on the basis that any errors made in applying the above, would not become the basis for a grievance or any armchair payment.

#61 ASSEMBLY 440 MODULE - MECHANICAL AND/OR ELECTRICAL DOWNTIME

When there is excessive, non-routine, mechanical and/or electrical downtime that is beyond the control of the operators the following three operations in the 440 module will be paid downtime at the rate of 160% of the hourly base rate:

1. Op. 50-90 transfer walking beam
2. Op. 105-125 transfer • overhead
3. Op. 140 to Tip-up and escape walking beam

Op. 140 to Tip-up and escape walking beam, such payment will only occur when the 325 'rip-up is locked up due to downtime and the 440 module is backed up during the same lockout period of time. This payment scheme will not apply to the 440 Tip-up and the 440 pierce units.

#62 SERVICE AND AFTER MARKET PARTS (ASSEMBLY)

During the **2005** negotiations the Union raised a concern about after market service for past products. Therefore the Company agrees to meet and discuss the feasibility and rules for recalling the appropriate employees to perform such work. Any decisions will be by mutual consent of both parties. The parties also agree that the payment for working on all service and after market parts will be paid at prevailing hourly rate until such time that a rate can be established. **This agreement will apply to Mercedes and ST if there is a temporary production requirement, once regular production is complete and all ownership employees have been laid off from the department in question.**

#63 TOOL REPLACEMENT - SKILLED TRADES

This is to express the intent of the Company to continue its practice of replacing tools of skilled trades employees as a result of their tool boxes having been broken into and/or stolen.

Replacements will only be made where employees have complied with the provisions of clause 15.17 of the Collective Agreement and when **an** employee has presented evidence satisfactory to the Company that a theft occurred.

#64 APPRENTICESHIP PROGRAM

During current negotiations, there was much discussion about the status of the Apprenticeship Program. The Union requested the Company commit **to** add apprentices. The Company advised the Union it could not commit to add apprentices because the forecasted changes in customer volumes and products make it impossible to define long term skilled trades needs at **this** time.

It is recognized by ~~the~~ Company and the ~~Union,~~ that it is in the best interest of both parties to add apprentices only to meet expected manpower requirements ~~and~~ when ~~the~~ forecasted workload and growth of the organization provide an opportunity to adequately train skilled journeymen.

The Apprenticeship Committee will meet with the Manufacturing Manager not more frequently ~~than~~ each three months to review the status of skilled trades employment, and when it is appropriate and practicable, apprentices will be added to the rolls.

#65 SKILLED TRADES INVOLVEMENT PROGRAMS AND PROCESSES

The Company and the Union agree that as new technology, new programs and new products come into the plant, that a more aggressive approach must be taken by the Skilled Trades, Management and Union representatives.

When practical, prior to new technology being introduced into the facility, the Company will see that ~~the~~ appropriate skilled trades receive training. The training will consist of any training required to run, maintain, repair or PM equipment. It is understood that all necessary training will go through the joint training and Education Committee.

The Company agrees that when equipment or tooling are to be built outside the Kitchener Plant, the Company will involve the appropriate skilled trades at the build source.

After the installation ~~of~~ any new equipment or process the Company will have follow up program meetings to have the Skilled Trades review, assess and make recommendations.

#66 PROTOTYPE

The Company recognizes that the prototype area can tend to be very cyclical throughout the course of the year and that more Tool and Die Makers are required to become familiar with the prototype area to meet customer requirements and attain knowledge of current and future product.

The Company will make every effort to rotate Tool and Die Makers through prototype on a regular basis when shift agreements are renewed. The current steady 'A' shift Tool and Die Makers in Prototype will be maintained as long as there is enough work on that shift to support them.

The Company may with mutual agreement from the Union schedule the prototype Tool and Die Maker for overtime out of the low man concept. For every man scheduled to work in Prototype out of low man concept, the Company will schedule two men from the overtime equalization list, assigning the employees to prototype work only.

#67 REASSIGNMENTSKILLEDTRADES

During the 1997 negotiations, both the Company and the Union expressed concerns regarding situations which develop from time to time, where there is work to be done in a certain trade, and that trade has been exhausted for overtime purposes.

It is agreed between the parties, that in such situations, the Skilled Trades Committee person or his/her designate, will meet with the Company and may mutually agree to assign another trade which has the necessary skills to assist and supplement the primary trade to do the work in lieu of using Outside Contractors. In such cases, the secondary trade will only be asked to work the overtime after the primary trade has been exhausted.

#68 TOOLROOM EQUIPMENT

In order to operate an efficient world class operation, the Company agrees to maintain and upgrade when practicable, toolroom equipment as required to support the effectiveness of operations in the Kitchener facility. The Company recognizes that this is required to remain a world class operation yielding a high level of productivity and quality in a competitive market.

#69 TECHNOLOGICAL CHANGE

When the Company is considering the introduction of technological change affecting Members of the Bargaining Unit, the Union shall be notified and kept up-to-date **as** new developments arise and modifications **are** made.

The Company will continue to involve the members of the Bargaining Committee and selected involved members of the Bargaining Unit in new product launch meetings, meetings about the introduction of new equipment and processes or contemplated changes in the technology used to produce existing product.

At the request of the Union, the Company will meet, not more often than each six months, to discuss the Company's plans and efforts with respect to technological change. At such meeting the Company will, from time to time, invite members of the ThyssenKrupp Budd Company research and development community and representatives from its engineering functions **as** appropriate to share information on their present projects or future technological developments. It is contemplated that attendees at the meeting will discuss subjects such as new technology, research, improvements in current processes, changes under current consideration, new projects and updates on current projects. At such meetings it would be appropriate to discuss potential impact on the members of the Bargaining Unit arising **from** such technological change.

The Company agrees to provide for continuing consultation and co-operation with the Union in respect to relocation and/or retraining of employees who ~~are~~ displaced ~~as~~ a result of the introduction of new technology or modification of existing equipment.

#70 DEPARTMENT 101 AND QUALITY CONTROL

During the 2002 negotiations the Company and the Union discussed at length our quality issues and their impact on the Plant's future viability. Much of the discussions revolved around the use of Repair Welders and Floor Inspectors in our processes. In an effort to improve quality the Company agrees to re-establish Department 101 Repairs. The parties acknowledge that quality improvement is key to the plant's future survival.

The Company further **agrees** to meet with the Union Bargaining Committee within 120 days of ratification to discuss the following:

1. Manpower requirements for Department 101.
2. The use of the Floor Inspector Classification to replace the ~~Dock~~ Audit and CS1 procedure in Shipping and Gatekeepers in Post E-Coat and 360 sub-assembly.

#71 DEPARTMENT 319 UTILITY WORKER

With respect to the classification of Utility **Worker in** Department 319, the following will apply prior to effecting the posting provisions as outlined in clause 8.10 of the Collective Agreement.

1. When a vacancy occurs, such will be posted on the bulletin board for a period of twenty-four (24) hours **and** the most senior employee of the classification will be allowed to fill the vacancy.
2. The vacancy created by (1) above, will also be posted in the same manner **as** described herein.

3. After the application of (1) **and** (2) above, the normal posting procedure will be followed.
4. Any employee who applies and is accepted as outlined in (1) and (2) above, will:
 - (a) be limited to two (2) moves per year and
 - (b) not be allowed to return to his/her former job as is normally permitted under clause 8.10(k) of the Collective Agreement.
5. The foregoing does not preclude or restrict the right of the Company to assign employees to other areas as required under the terms of the Agreement.

#72 LAID OFF LIFT TRUCK OPERATOR

1. Due to ~~the~~ inability to obtain sufficient lift truck operators, under certain circumstances it is necessary to have a reserve of laid-off lift truck drivers.
2. It is understood that for overtime, the present procedure asking the regular fork lift drivers in the classification, must come first. Additional requirements will then be filled by laid-off fork lift drivers.
3. It is understood and agreed that any employee who applies for the above, and ~~successfully~~ passes the lift truck test, will not have to be re-tested for this classification in the event they apply for the position through job posting at a later date.
4. The Company will not use laid-off drivers before asking the drivers on ~~the~~ previous shift to work four **(4)** hours over. If at this time ~~the~~ Company is unable to get enough regular drivers

to stay over, they may use laid-off drivers to cover for the first four (4) hours.

Laid off drivers may be utilized for the first four (4) hours of the shift prior to asking regular drivers on the previous shift to work four (4) hours over if the Company is not properly notified of an absence or notified less than sixteen hours prior, excluding weekends and holidays, to the start of the shift during which the absence is to occur.

Thereafter, the Company will call in the drivers from the following shift four (4) hours early to cover the rest of the shift. If they are unable to get a sufficient number of regular drivers to come in early, they may use laid-off drivers. This applies to the regular work week.

5. The Company will not use the leadhand to work on a job, before asking the regular drivers to stay over four (4) hours. If no one stays over, the leadhand may drive for four (4) hours. Thereafter, the Company will call in a regular driver four (4) hours early to cover his/her job. If no one comes in, then the leadhand may drive the remaining four (4) hours of the shift. This includes weekend overtime.

6. In the event there are no laid-off lift truck drivers available for coverage the company will then go to temporary drivers.

7. Temporary candidates will be required to pass the prescribed test for lift trucks.

8. Successful temporary candidates will be issued licenses. A list of those licensed will be given to the Committee person upon request.

#73 LIFT TRUCK TRAINING PROCEDURE

The Company and Union agree to the following:

- 1) Employees who successfully pass both the written and practical Lift Truck Driver Test, will be given a license to drive only when they have accepted the Lift Truck Posting they were awarded.
- 2) Employees who have previously been given a license under the terms of the Agreement referred to, who declined the job posting they were awarded, will have their licenses revoked effective immediately.
- 3) All future job postings falling under this Agreement, will include a notice to employees that licenses will only be issued to those successful applicants who accept the job posting.

U74 CLARIFICATION OF AREA FIVE AS IT PERTAINS TO CENTRAL STORES

The Company and the Union agree to the following as it pertains to department 210 area 5:

Responsibilities

- All incoming purchase order parts will belong to area five (5), including the unloading of trucks, entering this information into the computer, and reloading of empty racks or containers into the outgoing trucks. This will also include servicing of the tubes into the start of the de-stacking process of Hydroforming. (This will not affect the current responsibilities of the StoreKeeper/Receiver Attendant Classification.)
- Will be responsible for the loading of all outgoing bumpers and receiving of the 360 bumpers back into the plant.

- To continue any and all existing work that they normally do at the present time.
- The Company will provide any necessary training to the employees in area five (5).

Due to the fact of the Company's uncertainties pertaining to the 360 program, the Company and the Union agree to review any additional employees and or jobs that may arise when future information becomes available.

#75 AREA #1 CRANE TRAINING

During the 2002 negotiations the parties agreed to provide crane training to any interested Area #1 Lift Truck Operators. No Lift Truck Operator or other employee shall operate a crane at any time prior to receiving the required crane training and corresponding license. The required crane training and licensing for interested Area #1 Lift Truck Operators shall not be unreasonably delayed or withheld.

#76 OWNERSHIP

If an employee is late for their shift, the late employee will lose their ownership for the entire shift.

#77 TRAINING OF QUALITY INSPECTORS

During the 2002 negotiations the parties agreed that additional training for Quality Control Inspectors would help improve quality and flexibility within the Kitchener Plant.

The Company agreed to provide on-the-job training for Quality Inspectors as required in order to help familiarize them with different areas of the Plant.

In the event that any inspector declines a training opportunity, that inspector shall be deemed incapable of performing the required work, thereby becoming ineligible for overtime on the required job.

#78 FLOOR INSPECTOR OVERTIME

During the 2002 negotiations, the Company and Union agreed to the following as it applies to the Floor Inspector classification:

When replacing Floor Inspectors known to be absent in advance of their shift, the Company will not use employees from another classification before asking the Floor Inspectors on the previous shift to work four (4) hours over. If at this time the Company is unable to get enough regular Floor Inspectors to stay over, they may use people from other classifications.

Employees from another classification may be utilized as Floor Inspectors for the first four (4) hours of the shift prior to asking regular Floor Inspectors on the previous shift to work four (4) hours over if the Company is not properly notified of an absence or notified less than sixteen hours prior, excluding weekends and holidays, to the start of the shift during which the absence is to occur.

Thereafter, the Company will call in the Floor Inspectors from the following shift four (4) hours early to cover the rest of the shift.

#79 PROBLEM SOLVING GROUPS

The Company and the Union have agreed to continue to work together to ensure continuing improvement using problem solving groups. The Union, however, has a number of concerns regarding this process. As a result of these, the parties agree this process will have no impact on any matters pertaining to the Collective Agreement.

The parties have also agreed to the following:

- The Company will provide four (4) hours of C.A.W. training to everyone in the plant
- The Union will appoint one (1) Coordinator to oversee and monitor the process on its behalf and provide for the training of its members. Should an additional Problem Solving Group Coordinator be required, the union will have the right to decide who is appointed to this position.
- Members of the Bargaining Committee will be entitled to attend any and all meetings pertaining to the Problem Solving Process.
- In the event there is any job loss or vacancy left unfilled within a classification as a result of the Problem Solving Process, efficiency improvements, or any Company initiated programs or processes, these losses will be addressed through the Restructuring Payment Plan.

#80 TAGRELIEF

During the 2002 negotiations, the Company and the Union agreed that employees working on incentive production jobs shall be entitled to a single tag relief break limited to ten (10) minutes in duration per day.

#81 OPERATOR ASSISTED CHANGEOVERS IN THE PRESS SHOP AND ASSEMBLY

During the 1997 negotiations, the Company raised a concern about the inefficiencies incurred when changing over the Press Lines, Press Line Automation, Blankers, Assembly Modules and Sub Fixtures.

Therefore, the parties agree when a changeover is to take place, the operators will assist and follow the direction of the Die Setters and Skilled Tradesmen.

Any necessary isolation and reconnection of energy sources, with the exception of quick disconnects, will be performed by the appropriate tradesmen.

#82 TEMPORARY GROUP LEADERS

The Company agrees that when employees are assigned to perform Group Leader work they will be paid at the applicable Group Leader rate as defined in the 6-year agreement for a period of time of not more than 90 working days.

#83 360 IMPLEMENTATION LETTER

Due to the constant changes and uncertainties regarding the GMT 360 business, the Company's intent is that no production Workers will be required to operate the Hydroforming process. However, it would be the Company's intent to use employees from the proper classifications e.g. Press Operator, Assembler, Quality Control, Utility Worker or Lift Truck Driver etc. as agreed to with the Union, should the need arise.

#84 TEMPORARY SUMMER STUDENTS

During the 2002 negotiations, the Company and the Union discussed summer student hiring. The Company will consider hiring summer students each year to provide for vacation relief or to meet other production requirements, providing business requirements support such hiring.

The following conditions will apply:

1. All employees have been recalled. Laid off employees will be placed instead of a student replacement or waive such right to be placed.
2. All students must be enrolled in a full time college or university program, and be returning to school in the fall.

3. Students will be paid in accordance of article 8.01 of the Collective Agreement.
4. Students will be responsible for supplying their own safety footwear.
5. Students will be eligible for voluntary overtime after all permanent employees have been exhausted in the seniority group,
6. Students will be eligible to work from May 1st until September 15th.
7. No student will continue his/her employment after September 15th, and shall not accrue seniority during this period.