

AGREEMENT

Between



JOHNSON CONTROLS LP
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO

and

NATIONAL AUTOMOBILE AEROSPACE,
TRANSPORTATION and
GENERAL WORKERS UNION of CANADA
(CAW-Canada)
and its Local 1859

June 6, 2005

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Between

JOHNSON CONTROLS LP
AUTOMOTIVE SYSTEMS GROUP
TILLSONBURG, ONTARIO
(519) 842-5971

(hereinafter referred to as the Company)

and

NATIONAL AUTOMOBILE AEROSPACE,
TRANSPORTATION and
GENERAL WORKERS UNION of CANADA
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AGREEMENT

This agreement is entered into on June 6, 2005 by and between Johnson Controls LP Automotive Systems Group, Tillsonburg, Ontario, hereinafter referred to as the Company and the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its local Union Number 1859, hereinafter referred to as the Union in order to provide an orderly collective bargaining relationship.

It is the purpose of this agreement to assure the continuous, harmonious, efficient, economical and profitable operation of the Company's plant; to prevent strikes, slow downs and any other disturbances which may interfere with production; and further setting forth the agreement covering wages, hours of work, dismissals and other conditions of employment.

Throughout this agreement, wherever the masculine is used, it shall be construed as including the feminine where context or nature of the case requires.

Throughout this agreement, the definition of spouse will include to mean a same sex partner with which the employee has been in a conjugal relationship for at least 12 months.

ARTICLE I Recognition

Pursuant to the certificate of the Labour Relations Board of the Province of Ontario bearing the date of June 11, 1990, the Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this agreement will pertain only to its employees in the bargaining unit, as described in the said certificate of the said Labour Relations Board.

ARTICLE II Managements Rights

Except as, and to the extent specifically modified by this agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion sees fit. Without limiting the generality of the foregoing, the Company's rights shall include:

(A)

The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, (which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement) policies and practices, to be observed by its employees; to discipline and discharge employees for just cause.

(B)

The right to select, hire and control the working force and employees to transfer, assign, promote, demote, schedule and classify employees and to retire employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into and out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives.

(C)

The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment; the number of employees needed by the Company at any time and how many shall work in any job; the numbers of hours to be worked; starting and quitting time; shift hours and rotation thereof; methods to be used to ensure security of the Company's property, and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

Failure by the Company to exercise any of its Management Rights or other rights shall not be considered to be an abandonment of those rights nor shall the principle of estoppel be applied to such circumstances. The operation of this Article shall not be inconsistent with other provisions of this Collective Agreement.

ARTICLE III Human Rights

The Company and the Union agree that, in accordance with the Ontario Human Rights Code, there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, race, ancestry, colour, ethnic origin, creed, sex, religion, physical handicap or sexual orientation, nor by reason of Union membership or activity.

ARTICLE IV Union Security

It is agreed by the parties that all employees must be members of the Union as a condition of employment. The Company agrees to give each employee a copy of the Collective Agreement, no later than three (3) months after ratification.

It is also agreed by the parties that all employees shall pay union dues and initiation fees as a condition of employment.

All new employees hired shall also, as a condition of employment, have deducted from their pay monthly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay initiation fees, which will be checked off by the Company. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its employees by the Union in accordance with the Constitution and/or By-Laws of the National or Local Union. In the case of any conflicts, the By-Laws or Constitution of the National Union shall govern.

The Company agrees to forward to the Financial Secretary of the Union by cheque each month, not later than ten working days following the end of the month in which the deductions were made the total amount deducted and a list from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of Local 1859 will notify the Company of any change in the amount of Union dues and/or initiation fee, that may from time to time take place in line with the Constitution and/or Local Union By-Laws. Union dues are to be reported on T4 Slip.

The Company will forward to the Union the names and addresses including postal codes of all employees covered by the Collective Agreement and will forward any changes of addresses upon receiving a change from the employee.

ARTICLE V

Strikes and Lockouts

The parties agree that during the life of this agreement, there shall be no work stoppages or interruptions, strikes (including Sympathy Strikes) slowdowns or sickouts, or impeding of work of any kind or nature. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity as referred to above. No employee shall participate in any such activity. In the event any employee or group of employees covered by this agreement participate in any such unauthorized activity, the union agrees that upon notification from the Company of such occurrence, it will direct such employee or group of employees to resume normal work activity and will take effective means to terminate the unauthorized conduct. If the activity does not terminate, the Union (including both the Local and National) shall not be liable to the Company for any and all damages resulting from the unauthorized activity from its inception.

Any employee who violates the terms of this article shall be subject to disciplinary action up to and including discharge.

Claims of unfair treatment of any employee by the Company under this section shall be subject to the grievance procedure.

The Company agrees that there will be no lockout during the term of this agreement.

ARTICLE VI

Union Representation

Employees covered by this agreement will be represented on each shift by two representatives from Seating and one from Skilled Trades.

The Bargaining Committee which will attend all grievance meetings shall consist of the day shift committee, one of which will be the Chairperson.

The Plant Chair will be a full time position and will act, in addition to the position's typical duties, as the benefits and substance abuse representative. It is understood that the Plant Chair may need to work hours other than dayshift, any hours other than dayshift must be by mutual agreement.

The Company will recognize alternate representatives who shall act in the absence of any Union representation. In the case of the Chairperson, the Company will recognize whomever the Chairperson has identified as the alternate. For the most part, this will always be the same person and when possible in writing.

The Union agrees to give serious consideration that an unusual number of representatives from one area could be detrimental to the overall operation.

Union representatives shall be allowed reasonable time off the job with pay to attend to grievances or complaints within their location.

If the Union representative is required to leave his workstation for the purpose of handling a grievance or complaint, he shall first secure permission from his Supervisor. Such permission shall not be unreasonably withheld. **And**, each Union rep and Management person will in turn act responsibly in their dealings with regard to these matters.

The Company agrees to retain Union representatives during any reduction in force provided they are able to perform the work available. No Union representative, however, will displace an employee holding a non-interchangeable classification merely because of this super seniority.

If the population of the bargaining unit exceeds 500, a fifth member will be added to each shift.

The Company agrees to hold monthly Labour-Management meetings for the purpose of discussing issues relating to the workplace, which affect the parties or any employee bound by this Agreement. Such meetings will be held within 8 days of a written request, but not greater than once a month. The Bargaining Committee will attend these meetings with pay.

ARTICLE VII

Grievances

The purpose of this Article is to establish a procedure for the settlement of all disputes, which may arise as to wages, hours of work, working conditions and other matters affecting bargaining unit employees in the plant.

Grievance forms will be provided by the Company.

Step1.

Any employee having a grievance shall first take the matter up with his supervisor or committee person who will then discuss the complaint with the concerned supervisor.

Step2.

If the complaint is not satisfactorily resolved within twenty four hours the committee person will then submit a written grievance signed by the complaining employee citing the incident and the provisions of the agreement that are claimed to have been violated.

The Company will respond to the grievance in writing by the end of the third work day following the date of the written grievance. The grievance shall be considered settled on the basis of the Company's response if the Union fails to give written notice by the end of the third work day following the date of the Company's response that it desires to proceed to Step3.

Step3.

If the matter is not resolved in Step2, it will be addressed at the next third step meeting, which will be held between the bargaining committee (one additional union representative may attend upon mutual consent of the parties, providing it is done on their own time) and Company representatives every two weeks. The Company will respond to the grievance by the end of the third work day following the date of the Step3 meeting. The grievance will be settled based on the Company's Step 3 response if the Union fails to give written notice by the end of the third work day following the Company's Step 3 response that it desires to proceed to Step 4. If there are no grievances to be discussed, the bargaining committee will meet among themselves to discuss other plant concerns including such performance items as Scrap, R.P.P.M.'s, First Time Capability, and Machine Utilization. Further, the Committee can invite up to four other union representatives to attend this meeting.

Step 4.

If the matter is not resolved in Step 3, a meeting with the bargaining committee and its National Representative and or its Local President and Plant Manager or his designate will be held within 30 calendar days of the Union's written response to the Company's third step disposition. This thirty (30) day period may be extended by mutual agreement. The Company will respond to the grievance by the end of the third work day following the date of the Step 4 meeting. The grievance will be settled on the basis of the Company's Step 4 response if the Union fails to give written notice by the end of the tenth calendar day following the Company's Step 4 response that it desires to proceed to Step 5.

a) Appeal Procedure: In the event that any grievance is resolved or withdrawn by the Union and is subsequently appealed through the appeals procedure established by the CAW Constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Company, however, will not be responsible for any monetary liability beyond any amount that would have been incurred had the grievance been processed under the normal procedure.

Step 5.

If the matter is not resolved in Step 4, the Union may request arbitration by sending a letter (within 10 days of its response to the Company's Step 4 response). Within five (5) days of the giving of written notice both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within ten (10) days after the lists have been exchanged request the Minister of Labour of Ontario to submit a list of five available arbitrators. The parties shall then attempt to agree on one of the five or request a new list.

In order for a complaint to be processed as a grievance it must be filed no later than three (3) working days after the alleged occurrence, or when the grievor could reasonably be expected to have become aware of the alleged occurrence. This and all other response times mentioned throughout this procedure may be extended by mutual agreement. No reasonable requests will be denied.

Each party shall bear its own expense and costs in litigating an arbitration case. The arbitrator's bill shall be paid 50% by each party. The arbitrator shall have no authority to add to or subtract from the written agreement, The arbitrator's award shall be binding upon all parties.

Prior to a grievance being arbitrated, mediation may be used to settle the grievance, provided both parties agree.

The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee. The grievance may be lodged in writing at the fourth step, within three (3) working days after the suspension or discharge occurred. If the decision of the Company is not satisfactory to the Union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as herein provided.

Policy grievances may be filed by the Committee on behalf of the employees at the fourth step, providing it is within three days of the alleged violation.

The term working days when used in this agreement for grievance procedure, shall exclude Saturdays, Sundays, Holidays and Vacations as defined herein.

Throughout all the steps of the grievance procedure, the time limits shall apply equally to the Union and the Company, but can be extended by mutual agreement. Anytime either of the parties fail to respond within the time limits or agreed upon extension of the time limits, they will default their position and the grievance will be settled based upon the other party's last written request. Such settlement however, will be on a non-precedent setting basis.

ARTICLE VIII

Wages

8.01 Rate of Pay

Wages shall be on the basis set forth in the schedule on wage rates attached hereto and marked Appendix "A".

New hires progress from start to the top of their respective classification at a rate of \$0.50 per hour every 6 months of employment until they reach the top of the range. Start rate will be \$3.00 below the respective top rate.

8.02 Payday

Employees will be paid every Friday, barring any unforeseen and unavoidable circumstances. Each employee's pay will be deposited to their individual accounts at the bank of their choice. Each employee will receive a statement of their earnings and deduction every Friday.

Each employee will be paid one week in arrears.

The only deductions made from employee's cheques will be those required by law and authorized by the employees themselves. In no case where an employee has been overpaid, will more than \$30 be deducted from any one pay cheque. This \$30 maximum will not apply in cases where the employee was notified prior to the employee's payday in which overpayment occurred. The Company will not hold any employee accountable for an overpayment more than one year old.

ARTICLE IX

Seniority

9.01 Definition

(1) The fundamental rules respecting seniority are designed to give employees a measure of security based on length of service with the Company.

(2) Seniority will be established and maintained for all employees in the bargaining unit on a plant wide basis.

(3) All employees' names will appear on a seniority list as of their latest date of hire. The list will be revised every three months and posted on plant notice boards, A copy of such list will be given to the Union.

(4) New employees will be considered probationary employees until they have been employed for sixty (60) days, at which time they will become seniority employees, providing they have actually worked forty (40) days.

During the probationary period, employees can be assigned, reassigned, retained or terminated in the Company's discretion providing that such discretion shall not be exercised in a manner that is in bad faith, arbitrary, or discriminatory contrary to the Ontario Human Rights Code.

(5) Should one or more employee be hired on the same day, they will be entered on the seniority list in alphabetical order. Subsequent name changes will not result in a change in standing on the seniority list.

(6) When students are hired it shall be for a predetermined and specific period of time, but in no case more than one hundred and twenty (120) calendar days. Students will not accumulate seniority and will not

be considered members of the Bargaining Unit.

If at any time on or before the end of their period of employment a student applies for and is hired as a full-time employee he will immediately be considered a new hire and will be required to serve the probationary period spelled out in (4). Upon satisfactory completion of their probationary period, the seniority date will be the date the employee was hired as a student.

Seniority employees, on layoff will be recalled to work prior to any students being hired.

9.02 Loss of Seniority

An employee shall lose all seniority rights if:

- (A) He quits or retires.
- (B) He is discharged by the Company and not reinstated.
- (C) He is absent for three (3) consecutive work days and prior to the end of the business day on the third day of absence,
 - * Fails to report the absence to personnel or a supervisor and
 - * Fails to provide proof satisfactory to the Company that the delay in reporting off and the absence itself were unavoidable and beyond his control.
- (D) Prior to the end of the business day on the third work day following the expiration of a leave of absence,
 - * Fails to return to work or
 - * Fails to provide proof to the Company of his inability to return and for not reporting such in a timely fashion.
- (E) Fails to respond to recall from layoff within two work days and present himself within three work days.
- (F) He has been continuously on layoff or on a leave of absence for twelve (12) months or a length of time equal to his seniority, up to a maximum of 48 months. This will not apply to Union Leaves, which are mutually extended.

The Company will be entitled to rely upon the last address of an employee as shown in the Company records. Employees shall notify the Company promptly of any change in address or phone number.

9.03 Employee Files

Employee's personal files are kept confidential in the personnel department.

Employees are required to notify the personnel department as soon as any changes occur regarding:

- *Addresses
- * Phone Numbers
- * Dependent Status
- * Beneficiary Designations

9.04 Medical/WSIB Files

Only the Plant Nurse or the designated person(s), who for the most part will be the Employee Relations Manager or the Employee Relations Supervisor in the Personnel Department acting in her absence, will have access to employees' medical files. The company will ensure all files and documentation will be kept confidential.

Only the Employee Relations Manager or the person in the Personnel Department assigned the responsibility for managing WSIB will have access to employees' WSIB files.

ARTICLE X Classifications

<u>Classification</u>	<u>Level</u>	<u>Status</u>
Line Production (Demould)	III	Interchangeable
Line Production (Wireplacing)(QIC)	II	Interchangeable
Receiving Inspector	I	Interchangeable
Production Technician (SIC)	I	Interchangeable
Fork Lift Operator	All	Interchangeable
Quality Auditor	All	Interchangeable
Stockkeeper	All	Non-Interchangeable
Maintenance Journeyperson	All	Non-interchangeable
Maintenance Apprentice	All	Non-interchangeable
Weekend Helper	All	Non-interchangeable
Tooling Maintenance	All	Non-interchangeable
Tooling Maintenance Helper	All	Non-interchangeable

ARTICLE XI Layoff & Recall

Indefinite Layoff (more than three working days)

When the Company determines a reduction in the workforce or a portion of the workforce is in order, employees will be removed from the classifications directly or indirectly affected based on plant seniority (least senior first) and will be placed elsewhere in the plant or laid off based on plant seniority and ability. Where all things are relatively equal, the senior employee will be retained.

In cases of indefinite layoffs of 10 people or less, a senior employee in the classification from which the employees are being laid off may elect to take the place of the junior employee who is being placed somewhere else in the plant through the layoff procedure. In these instances, it will be treated as though the senior employee "bid for a posting" and the classification the senior employee is transferred to will become their bid classification (without any trial period) and they will no longer have rights to the classification just vacated.

To make their election, the employee will have to advise their supervisor before the layoff has been completed.

Employees in interchangeable classifications will not be able to displace employees in non-interchangeable classifications unless they have previously demonstrated the ability to perform the duties of that classification satisfactorily.

Probationary employees will be the first to be removed from the plant. This is not intended, however, to allow the displacement of probationary employees in skilled classifications by seniority employees in interchangeable classifications or other unrelated non-interchangeable classifications.

So far as practical, the Company will give those employees who are affected by indefinite layoffs three days notice.

An exception to the first paragraph of this article will be the Voluntary Leave procedure, that allows seniority employees in the classification affected by the layoff to be able to take a Voluntary Leave ahead of the junior employees affected.

So far as practical, seniority employees who are interested in the Voluntary Leave must register in writing with the Employee Relations department no later than one week prior to the layoff.

Employees who have been out of the plant on Voluntary Leave for sixty (60) days or more may elect to return, seniority permitting. The order of return will be first to their home classification.

Employees wishing to return from Voluntary Leave, must advise the Employee Relations department in writing at least one week in advance.

Under no circumstances will any employee be terminated under the Loss of Seniority section of this Agreement while on Voluntary Leave status except as provided for in the Recall from Layoff / Voluntary Leave section.

Severance Pay

Employees who are currently affected by the recent closing of the Headrest operation, who are not hired at one of the plants referred to in the Preferential Hiring within six (6) months of the date they were last laid off, will be paid severance pay within two (2) weeks upon written request. Payment will be made in accordance with the Employment Standards Act and will no longer have any recall rights with JCI.

This offer to request to be severed expires December 31, 2005.

Short Term layoff (three working days or less)

A short term layoff applies where reductions will not exceed three working days. The Company will not use the Short Term layoff to circumvent Indefinite Layoffs.

Layoffs under this section will be by seniority in the classification on the shift.

In cases of a layoff of less than a full shift, the Company will continue to offer employees affected the option of voluntarily going home.

Recall from Layoff/Voluntary Leave

Employees will be recalled to available work using the same principle as above.

Except for cases where it would put the company in a hiring position, employees who are recalled after having been on Layoff/ Voluntary Leave for ten consecutive work days may refuse the recall if they are working as a full-time employee for another employer or are attending school on a full-time basis and can document such in writing within three work days of the date they are to return to work for Johnson Controls. No employee shall have the right to more than one such refusal. Further, such employees will remain on layoff and will be governed by all appropriate contract provisions.

Employee being recalled for summer vacation coverage will go to available work.

After a job posting has been vacated for 12 months due to a layoff that job will be posted as a full-time position. If recalled after the 12 month period the laid off employee will go to available work, provided the job has been posted and not filled as set out in the collective agreement.

ARTICLE XII

Transfers

12.01 Job Postings

In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of three (3) working days, in order to allow bargaining unit employees to apply. Each posting will list the qualifications and the number needed, Immediately upon making the initial award, the name of the employee awarded the job will be posted and given to the Union. Employees will be notified by a posted notice, if a bid is cancelled.

Employees interested in these vacancies, may sign the posted bid sheets. Only employees who meet the qualifications will be eligible to bid. Skills and abilities being satisfactory, the most senior employee bidding will be awarded the bid. If no one bids, the Company, may at its discretion, fill the vacancy with a new hire or least senior employee. The fact that an employee is considered a "backup" for a particular position, will not automatically qualify that person for the position if it's posted for bid. An employee who is on medical leave of absence is not eligible to bid on a posting.

A successful bidder will be placed in the new classification within two weeks after having been awarded the bid. Employees bidding on a higher paying position will not be paid the higher rate until they qualify for and accept the new position and then they will be paid back to the date they were awarded the bid.

Employees may not bid for a job posting any more frequently than every five months. In no case will any employee be allowed to bid from one temporary bid to another temporary bid.

Once placed in the new classification, the employee will have ten days to demonstrate the ability to perform satisfactorily. This can be extended or waived by mutual agreement. If the employee wishes to waive the ten days such employee will be required to fill out the waiver form. In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within the first ten days, the employee will be returned to his former classification and shift, seniority permitting. It is understood that no employee is allowed to give up their rights to any job bid more than 4 times per calendar year. As an exception, where a bid is accepted within the classification, but involves a shift change, the employee can only elect to give up their bid providing it is within the first five (5) days.

Once four (4) **employees** have been given opportunities to qualify for any one vacancy, the job will be re-posted.

The rate of pay for an employee transferring under this section will be at the same step of progression for the new classification as he is being paid for the classification he is transferring from.

The Union will be given copies of **all** bids and applicants and bid awards. The company agrees to post any positions that new hires are placed in, so seniority employees can apply. These jobs will be posted one week after hire.

12.02 New Jobs

If the Company elects to create a new classification it will inform the bargaining committee in writing setting forth the classification and the rate of pay.

The union shall have five working days to dispute the rate of pay assigned to the classification.

If at the expiration of the five working days no formal dispute has been filed, the rate established shall be permanent.

If the rate initially established is changed as a result of the Union filing a dispute, the new rate agreed upon shall be applied retroactively to the date it was initially established.

The newly created classification shall be posted for bid no later than thirty calendar days after the date the Union was given its written notification.

12.03 Temporary Assignments

It is understood and agreed between the parties that employees may be temporarily assigned to classifications other than their own due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the employee involved will be paid the rate of pay for his own position or the position to which he is being temporarily assigned, whichever is higher, for the length of the temporary assignment.

The Company agrees to annually canvass employees to determine which employees are interested in temporary assignments, and when possible, make temporary assignment opportunities available to them. The company will train two (2) people per year, by shift, by seniority. If requested, the Company will supply the Union a copy

of the list of who is trained and for what position.

In case of temporary assignments of more than one week, the assignment will first be offered to the senior qualified employees in the classification from which the transfer is being made. If no one volunteers to cover the Saturday overtime from the other shift(s) the employee in the temporary assignment will be required to fill the vacancy.

It is also understood that no one temporary assignment will last longer than thirty calendar days without the mutual consent of the parties. The Company will create a Temporary Assignment Board, stating the starting and ending dates of current temporary assignments in the plant. It will be the Supervisors' responsibility to monitor the board. The board will be located at a mutually agreed upon location.

The parties agree that this section will not be used to circumvent the Job Posting procedure.

The Company will continue the practice of posting positions on a temporary basis for those jobs vacated by employees who are going off for a known period of thirty (30) days or more.

12.04 Transfers Outside of Bargaining Unit

Prior to the effective date of this agreement, employees who have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this agreement, will not be covered by the provisions of this agreement.

However, if any employee on a seniority list, covered by this agreement, is temporarily transferred or appointed to a non-supervisory position outside of the bargaining unit by the Company, and then is transferred back to a position which is covered by this agreement, the employee will return only with the seniority earned while in the bargaining unit. The returning employee has no rights to their previous job or shift. For every employee temporarily transferred out of the bargaining unit, the Company agrees to recall or hire an employee for an equal period of time as the transferring employee.

12.05 Temporary Shift Trades

The Company will allow employees to apply for voluntary shift trades within their own classification. If approved, employees become the lowest seniority on the shift, within the classification they have switched to. No shift trade will be unreasonably denied. The length of the temporary shift trade may vary depending on the individual circumstances.

ARTICLE XIII

Holidays

The following shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Civic Day	Birthday
Canada Day	

In addition to the above, there will be four floating holidays.

Employee's birthday will be treated the same as all other holidays.

The exceptions will be as follows:

The employee may elect to work his birthday and thus providing him with an additional eight hours pay. An employee may take a day off during the month in which his birthday falls, in lieu of their actual birthday, as long as the day off is agreed to in advance by the Supervisor.

Birthdays can be taken off on Saturday when it falls on a Saturday. The pay received will be at the employee's straight time rate.

Employees, unless they present a reasonable excuse, must work the scheduled work days immediately before and after the holiday to be eligible for the holiday pay.

Employees on an approved leave of absence or layoff will be paid the holiday pay if the leave or layoff commenced the week prior to the holiday.

An employee scheduled to work on any of the above holidays and fails to do so will not receive the holiday pay.

When a paid holiday falls during an employee's approved vacation the employee will receive the holiday pay.

None of the above is intended to deny paid holidays that are due employees in accordance with Provincial Law.

ARTICLE XIV
Hours of Work

14.01 Work Day/Work Week

Generally speaking, employees involved in a three shift operation will work an eight hour shift five days a week (A); employees involved in a two shift operation will work an eight and one half hour shift five days a week(B).

Employees working an eight hour shift will be allowed a twenty minute paid lunch. Employees working an eight and one half hour shift will be allowed a thirty minute unpaid lunch. Maintenance and certain other classifications will continue to work on a rotating shift basis.

The Union and the employees involved will be given as much advanced notice as possible whenever any changes to the above occur.

(A)	11:00 p.m.	to	7:00 a.m.	Midnight	Shift 1
(A)	7:00 a.m.	to	3:00 p.m.	Day	Shift 2
(A)	3:00 p.m.	to	11:00 p.m.	Afternoon	Shift3
(B)	10:30 p.m.	to	7:00 a.m.	Midnight	Shift 1
(B)	6:30 a.m.	to	3:00 p.m.	Day	Shift 2
(B)	3:00 p.m.	to	11:30 p.m.	Afternoon	Shift3

14.02 Shift Premium

Afternoon Shift - \$.70 per hour

Midnight Shift - \$.75 per hour

14.03 Rest Periods

Each employee will be entitled to two ten minute breaks; one prior to lunch and one after lunch.

An additional ten minute break will be allowed for each additional two and one half hours worked.

ARTICLE XV
Overtime

15.01 Overtime Assignments

The Company will maintain a Rotating Monthly Sign-Up List for Weekday overtime assignments. Every month a new Sign-Up List will be posted. Such lists will be posted for three days.

When Weekday overtime has to be worked, employees in the classification on the shift who have signed the Rotating Monthly Sign-up List will be offered the overtime in accordance with their Seniority on the list. In offering overtime, Supervisors will rotate overtime opportunities in accordance with the list. In cases where all employees on the list decline the overtime, the most junior employee in the classification on the shift will be required to perform the work. Where there are students in that classification on the shift, the students will be the one(s) required to work the overtime before anyone else. When decreasing the number of employees on an overtime shift, in a particular classification, it will be offered by seniority to those employees who were scheduled. Overtime in the forklift class will be offered to the forklift drivers.

Separate Seniority Lists for overtime assignments will be maintained on a Yearly Rotating basis; one for Saturday and one for Sunday/Holiday.

Overtime work that is created as a result of an absent employee will be assigned in accordance with the above paragraph if the absence is known about before the start of the last two hours of the shift, otherwise the junior qualified employee(s) will be assigned to work. Such employee(s) will be allowed to secure a qualified volunteer to work in his place. Forms will be provided for handling this provision in an orderly fashion.

As a remedy for employees who are accidentally bypassed for an overtime assignment, the employees bypassed will be offered the next overtime opportunity. It is understood that the employee must point out this error to the appropriate Supervisor within three (3) days of the error. If the Company fails to provide the employee the next opportunity within the next ten (10) working days, the employee will be paid the lost overtime hours. Make up opportunities will be offered outside of the rotating overtime list.

The Company will offer qualified employees by seniority “outside of the classification” overtime assignments before forcing the junior qualified employees in the class.

Notices of scheduled foreseen weekday overtime must be given at least one (1) day before on the shift it’s to be worked.

The work notice for foreseen weekend overtime work must be given by 2:30 p.m. on the Thursday prior to the weekend. When possible, the Company will let the employees know on Wednesday.

The work notice for any unforeseen overtime will be given as soon as the Company becomes aware of the need to work overtime.

For any scheduled overtime, employees will be allowed to secure a qualified volunteer to work in his place by using the replacement form.

15.02 Overtime Pay

All employees will be required to work overtime as required by the Company. No employee will be required to work in excess of 48 hours, with the exception of the maintenance department as prescribed in the Employment Standards Act.

Hours worked beyond eight (8) in a work day or forty (40) in a work week will be paid at time and one half the employee's regular straight time hourly rate.

Hours worked on Saturday will be paid at time and one half the employee's straight time hourly rate. This will not apply for hours worked on a Saturday during a shift that began on the preceding Friday.

Hours worked on a Sunday, unless they are the regular starting or ending of an employee's shift will be paid at double the employee's regular straight time hourly rate.

Hours worked on a paid holiday, unless they are the start or the end of a shift before or after the holiday, will be paid at double the employee's straight time hourly rate plus the holiday pay.

The allowance for overtime and overtime premium on any hour excludes that hour from any consideration for overtime premium pay on any other basis, thus eliminating any duplication of premium pay.

ARTICLE XVI Reporting & Call In Pay

16.01 Reporting in Pay

An employee reporting for work without having been advised that there is no work shall receive a minimum of four hours pay at the applicable hourly rate, unless it is due to circumstances beyond the Company's control. The Union Committee will be notified at the earliest opportunity of such circumstances.

16.02 Call in Pay

An employee who is called in to work (not in connection with their regular shift) for less than four hours shall receive a minimum of four hours at the applicable hourly rate. Employees who wish never to be called in may leave a written note with the Company indicating so.

ARTICLE XVII Vacation

Years of Seniority As of January 1

Days off with Pay

Less than five	Ten days off with pay at the applicable hourly rate on January 1 or 4% of previous years earnings, whichever is greater.
Less than ten	Fifteen days off with pay at the applicable hourly rate on January 1 or 6% of previous years earnings, whichever is greater.
Less than fifteen	Twenty days off with pay at the applicable hourly rate on January 1 or 8% of previous years earnings, whichever is greater.
Less than twenty	Twenty-five days off with pay at the applicable hourly rate on January 1 or 10% of previous years earnings, whichever is greater.
Twenty or more	Twenty-five days off with pay at the applicable hourly rate on January 1 or 12% of previous years earnings, whichever is greater.

The above entitlements are based on the employee's seniority in each vacation year when he takes his vacation. Employees will be paid their corresponding vacation entitlement as they actually take their vacation. Each year on the Tuesday, 15 days prior to the pre-Christmas holiday pay period, any employee who has not informed the Company of their intention of taking vacation will be paid in lieu of the time off. This pay will be received the third Friday in December.

The vacation year will run from January 1st. through December 31st.

Vacation time off cannot be carried over.

Generally speaking, vacation will be taken in one week increments;

employees will be granted seven (7) days in a row as one week's vacation.

Vacation requests will be honoured on a seniority basis by shift, during the first 2 weeks of October for the upcoming year.

During the first week that vacation requests are accepted, such requests will be for one week increments (weeks in which a holiday falls shall be considered a full week even though less than five days of vacation are being used). One week increments will coincide with the pay periods, which is Monday through Sunday.

During the second week that vacation requests are accepted, vacation allowed may be taken in full week or single day increments. Thereafter, vacation requests will be honoured on a first come, first serve basis.

The Company reserves the right to limit the number of vacations if the number in any one period of time would prove disruptive to the operation. The Company will not use this prerogative in an unreasonable manner.

The Company will maintain current practices, with the latitude to increase the number of employees on vacation through the use of students.

For the day shift, students will only be assigned to work this shift as follows:

May (last two (2) weeks),
June,
July,
August,
September (until Labour Day)

Nor will the Company cancel anyone's vacation once it has been approved.

The Company expects it will shutdown during the year due to customer schedules. When this occurs, employees might be required to use their vacation during the shutdown. Employees affected will be given as much advanced notice as possible. It is agreed the Company will allow employees the option of finding a qualified replacement to work their scheduled saved week during the shutdown period.

Employees being placed on indefinite layoff will be allowed to take their unused vacation immediately following the layoff; but, will not be eligible for benefits or holiday pay that they would not be otherwise eligible for. Employees wishing to exercise this option must notify the Employee Relations Department in writing prior to being laid off.

None of the above is intended to deny any vacation that is due employees in accordance with Provincial Law.

An employee who quits, retires or is terminated will receive monies for all unused earned vacation days at the applicable rate plus 4% of their current vacation earnings from January 1st.

ARTICLE XVIII

Insurance

18.01 Hospitalization Insurance

All current employees will be immediately covered by the Medical Plan (including prescription drugs and vision care) in effect immediately prior to the effective date of this agreement.

Effective June 3, 1996, employees' children up to 25 years of age will be considered eligible dependents provided they are unmarried fulltime students and dependent upon their parents for support.

Vision Care will be increased June 1, 2005 from \$300 to \$325, where Bi/Tri-focals are prescribed, the allowable limit will be \$375.

Effective June 1, 2005, the Massage Therapy benefit will increase to \$30.00 per visit with a \$300 maximum per year.

Effective June 1, 2005, the Chiropractor Coverage will increase to \$30.00 per visit with an annual maximum of \$300.

Employees on layoff will be covered until the end of the month following the month during which they were laid off. Employees on weekly indemnity will be covered for the entire period for which they are eligible for weekly indemnity. Employees on WSIB will be covered for up to one year.

New employees will become eligible upon attaining seniority.

18.02 Dental Insurance

All current employees will be immediately covered by the Dental

Plan in effect immediately prior to the effective date of this agreement, including the one year lag in the ODA.

Effective June 1, 2001, orthodontic coverage will be increased \$150.00 from \$1,650 to \$1,800 for dependent children.

Effective June 3, 1996, employees' children up to 25 years of age will be considered eligible dependents provided they are unmarried fulltime students and dependent upon their parents for support.

New employees will become eligible for dental the first of the month following one year of service.

Employees must be on active status to be covered.

18.03 Life and AD&D

All current employees will be immediately covered by the Life and AD&D plans in effect immediately prior to the effective date of this agreement.

Effective June 1, 2004, Life will be increased to \$46,000 (reduces to \$20,000 at age 65).

Effective January 1, 2006, Life will be increased to \$50,000; \$25,000 for employees hired on or after the effective date of this Agreement and until they have 5 years of service (reduces to \$20,000 at age 65).

Accidental Death will be double the life amount.

New employees will become eligible upon attaining seniority.

Employees must be on active status to be covered unless entitled to coverage under Provincial Law. Active status increased to an additional six calendar months following the date the employee became inactive due to a leave of absence or a layoff.

18.04 Weekly Indemnity

All current employees will be immediately eligible for coverage under the plan in effect at the seating plant immediately prior to the date of this Agreement.

Benefits will continue to be for a maximum of 45 weeks for current employees; 26 weeks for employees hired on or after the effective date of this Agreement until they attained 3 years of service.

Employees must be on active status to be covered. New hires will

become eligible the first of the month following the attainment of seniority.

18.05 Audio

Employees who by their doctor's prescription require hearing aids, will be reimbursed the cost at a rate of \$1,250 every three (3) years.

18.06 Coordination of Benefits

The Union agrees that in coordinating benefits between its employees and their spouses who have benefits with other employers, the Company will have its employees complete the appropriate questionnaires and that the prevalent practice will be that the spouse's employer will be the primary provider. It is also agreed that when both employees work for JCLP, Tillsonburg, they will be allowed to co-ordinate their benefits.

ARTICLE XIX

Pension

Employees will be covered by the Pension Plan in effect immediately prior to the effective date of this agreement.

Effective June 1, 2005 the monthly benefit level will be \$35.00 for all employees retiring under the pension plan on or after June 1, 2005.

Effective June 1, 2006 the monthly benefit level will be \$36.00 for all employees retiring under the pension plan on or after June 1, 2006.

Effective June 1, 2007 the monthly benefit level will be \$38.00 for all employees retiring under the pension plan on or after June 1, 2007.

Employees retiring between July 1, 2005 and December 31, 2005 will be paid a lump sum of \$2,500; employees retiring between January 1, 2006 and June 30, 2006 will be paid a lump sum of \$2,000; employees retiring between July 1, 2006 and December 31, 2006 will be paid a lump sum of \$1,500; employees retiring between January 1, 2007 and May 31, 2008 will be paid a lump sum of \$1,000 and will retain their drug coverage until age 65.

Same Sex Benefits: (in a conjugal relationship for at least 12 months).

As soon as the various Federal and Provincial regulatory agencies, including Revenue Canada, dictate and allow for same sex relationships, the Company will amend the appropriate plans. In so far as survivor status for pension purposes, in the event of the death of an employee, the Company will fund the survivor's entitlement

outside the pension plan until such time the plan is amended.

Disability pension will be the lesser of:

(a) two times the monthly benefit level in effect at the time of the disability for each year of credited service, or

(b) the monthly benefit level in effect at the time of disability for each year of credited service, calculated as if the member's continuous service continues to normal retirement. The seniority provision for disability pension will be reduced from 15 years to 10 years.

Effective October 1, 1993, employees will be able to retire at age 62 with an unreduced benefit. This is not intended to have any changed effect on people retiring younger than age 62.

Retiree Drug Coverage:

The Company will provide a one time opportunity whereby employees who are at least 62 but less than 65 years old and who retire between July 1, 2005 and April 30, 2008 will retain their drug coverage until they turn age 65.

Section 2.26 of the pension document will be amended to define a spouse to be a person of the opposite gender who has been living in a conjugal relationship with a member continuously for one (1) year.

No amendments to the plan will be made unilaterally that will affect employees' benefits or entitlements under the plan.

**ARTICLE XX
Bereavement**

Seniority employees will be granted five regularly scheduled work days off with pay (excluding weekends) for the purpose of making arrangements and attending the funeral in the event of the death of any of the following: Child, Current Spouse, Parent

Effective June 3, 2002 child shall be interpreted to mean stepchild and spouse shall be interpreted to mean a partner of the same sex with which the employee has been in a conjugal relationship for at least 12 months.

The five days must be taken off immediately following the date of death unless unusual circumstances prevail.

Seniority employees will be granted three regularly scheduled work days off with pay (excluding weekends) for the purpose of making arrangements and attending the funeral in the event of the death of any of the following:

Mother/mother-in-law, Step Parent/Child, Brother/Sister, Half Brother/Sister, Grandparent/Grandchild.

The three days must be taken off immediately following the date of death unless unusual circumstances prevail.

Further, seniority employees will be granted one regularly scheduled work day off with pay for the purpose of attending the funeral of any of the following relatives:

Son/Daughter-in-law, Brother/Sister-in-law, Spouse's Grandparent.

An employee who is off on vacation or holidays when a death of a relative, as spelled out in this Article, occurs, will be allowed up to five days as a bereavement leave following the vacation or holidays.

An exception to the requirements of this section will be in cases where the funeral for a relative as spelled out above is held outside Ontario. In such cases the requirement that the funeral or memorial service be attended will be waived.

Also, if the situation warrants, paid time off under this section may be supplemented with additional unpaid time off the total number of days of which shall be at the discretion of the Company.

ARTICLE XXI

Jury/Crown Witness Duty

An employee who is selected for service as a juror (including coroner's jury) will be compensated for loss of pay due to such jury service. Such compensation will be based on his regular scheduled hours at his normal hourly rate, less the fee received for his services as juror.

This will also apply to employees serving as a Crown Witnesses and jury selection.

ARTICLE XXII
Work by Supervisors

Salaried employees will not perform work normally performed by the bargaining unit, except for the following reasons:

Emergency situations
Training or Instruction
Experimental or trials

ARTICLE XXIII
Health and Safety

23.01

The Company will make adequate provision for the health and safety of all employees during the hours of employment. The Company and employees shall comply with all applicable Federal and Provincial Health and Safety legislation and regulations. The parties agree to set up a Joint Health and Safety Committee comprised of up to seven members from the Company and up to seven members from the Union. It is the intention that this committee will meet at least monthly to review their findings and make recommendations to management on the elimination of health and safety hazards.

The Company will provide Health and Safety training for members of the Joint Committee on an annual basis. Training may include such topics as, Due Diligence, M.I.P.P., Ergonomics, WHMIS, Accident Investigation, Level I, Level II - Law, Level II - Committees.

Specific responsibilities of the Committee's Co-Chairpersons or their designates shall include:

- Monthly plant safety tours.
- Investigation of serious accidents.
- Accompanying Government Health and Safety Inspectors, National Union Health and Safety and other Health and Safety Professionals on plant inspection tours.
- Training of all employees in applicable Health and Safety Programs.
- Review and selection of mandatory personal protective equipment.

The Company will continue to provide employees with personal protective equipment and will continue to offset the cost of safety shoes.

The Company will replace personal protective equipment that becomes damaged or worn as a result of normal daily use. The National Union Health and Safety Representative shall have access to the workplace upon request. The Company will continue its practise of allowing the hourly co-chair of the Joint Health & Safety Committee time off with pay to attend to in plant Health and Safety matters.

The Company will make available to the Joint Health & Safety Committee an office with a telephone, filing cabinet, desk, and computer.

The Company agrees to provide certification training for up to three (3) hourly members of the Joint Health & Safety Committee during the life of this agreement.

The Company agrees to pay for wages for Propane Training for appropriate employees.

The Company agrees to pay for wages, mileage and room for one week of training at Port Elgin for the Bargaining Unit Members of the Plant's Joint Health & Safety Committee.

The Company agrees to pay for the wages and cost for the training for one Bargaining Unit member of the Plant's Joint Health & Safety Committee to receive the Advanced Certification Training (up to 60 hours) by the Worker's Health & Safety Centre.

Monitoring

(a) The Company shall provide and maintain workplace monitoring equipment including noise level meters, airborne contaminant measuring devices, light meters, air velocity meter and suitable thermometers for detecting and recording potential and actual hazards.

(b) The Company shall ensure that all members of the Committee are trained in the use of such equipment and that it is available for use by any Committee member at any time.

(c) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Committee and shall post the results on the Health and Safety Boards.

(d) The Company will post all chemical trials in the main hallway, at the effected line(s) and in the maintenance department. They will provide the appropriate MSDS to the hourly co-chair of the JHSC prior to the trial.

Right to Accompany Inspectors

(a) The union co-chairperson or alternate shall be allowed to accompany government inspectors (health and safety) on an inspection tour and to speak with the inspector out of ear shot of any other person.

(b) The Company shall give a copy of the reports or any other written documents received from the inspector to the union co-chairperson.

(c) The Company shall give a copy of any replies to such reports or documents to the union co-chairperson.

Ventilation

(a) The Company shall ensure that adequate local exhaust ventilation systems are installed and maintained on all sources of hazardous airborne contaminants.

(b) The Company shall ensure that adequate general ventilation systems are installed and maintained.

Noise Abatement

(a) The Company shall ensure that the Committee is adequately trained to conduct noise measurements throughout the workplace and identify areas and equipment by amount of noise found or produced.

(b) There will be an independent consultant hired on an annual basis to conduct a noise survey. The co-chairs will select three (3) areas of concern.

(c) The Company shall ensure that annual audiometric tests are made available for all employees who are exposed to noise in excess of 80 dbA. The results of the audiometric examinations will be given to each employee and discussed in detail with each employee. Results shall be supplied to the Joint Health and Safety Committee upon request.

Vibration

The Committee shall recommend solutions to vibration hazards, which may include the purchase of new equipment or dampening of equipment causing vibration.

Ergonomics

The Company will bring in an outside expert in the field of ergonomics. The Joint Health and Safety Committee will be allowed to participate in the evaluation and recommendations.

Lockout Program

(a) Both parties recognize the need for a lockout procedure.

(b) The training program shall be the six-hour course offered by the Workers Health and Safety Centre for new employees as stated below in (c).

(c) Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lock-out is required, shall receive lockout training.

(d) The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment is locked out before being repaired, maintained or set up.

(e) No supervisor or employee shall remove another person's lock, unless authorized by the person in charge of the shift and the lock removal procedure has been completed.

Confined Space Entry

The Company will allow the Joint Health and Safety Committee to assist in the development and implementation of a Confined Space Entry policy, which will include training for all appropriate personnel.

The Company will allow the Joint Health and Safety Committee to participate in a plant-wide evaluation of manual lifting requirements.

The Company will offer in-house Pulmonary function tests to each employee every six (6) months. If the Company fails in its obligation, employees have the right to visit a doctor of their choice and have the Doctor bill the Company.

The Company will give refresher lift truck training on an annual basis.

Emergency Evacuation

The Company will hold annual emergency evacuation training and drills on all shifts.

Working Alone

The Company agrees not to assign employees to work alone. Employees who find themselves in a situation where they are unexpectedly working alone should immediately notify their supervisor, the supervisor in charge or the Personnel Department. In such cases we will assign that employee to other work or they may elect to go home without pay.

23.02 Injury on the Job

Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of illness/injury shall be paid their regular earnings for the balance of the shift on which the injury or illness occurs. If the injured employee requires transportation but is unable to transport himself, the Company will provide the transportation at no cost to the employee.

23.03 Incapacitated Employees

In the event an employee becomes physically handicapped and is unable to continue their job, exception may be made in favour of such employee on the following basis; if a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting.

A Doctor's certificate of disability by the employee's own Doctor must be submitted. An employee placed on a job because of a disability will have the disability reviewed at least quarterly. The Company will review all the circumstances with the Union Committee before exercising this provision.

All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties. Any employee who is laid off out of the lines of seniority because the Company cannot accommodate the injury will be recalled to work by seniority if a vacancy occurs that the employee is capable of doing.

ARTICLE XXIV Administration of Discipline

A Union representative will be present during all warnings regarding disciplinary actions. Furthermore, a Union representative will be present during all non-disciplinary formal counselling sessions concerning an employee's absenteeism.

When an employee is called to an interview by a member of supervision and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have his Committee person present. In these cases, the employee will be allowed to choose their Committee person from the Committee persons working on their shift. In these cases the Company cannot guarantee the timeliness of the chosen Committee persons availability. The interview will not proceed until the Committee person is present. In the presence of the Committee person, however, the employee may indicate he does not want the Committee person

involved in the interview. **No** written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.

Discipline is defined as a written warning to an employee. A copy must be given to the Committee person.

When, in the opinion of the Company, disciplinary action is in order, it will be administered in a timely fashion (usually within three work days after the day of the offence). Before administering disciplinary action, however, time should be taken to conduct a proper and thorough investigation.

ARTICLE XXV

Absences

25.01 Reporting Absences

An employee remaining away from work shall notify the Company on the first day of absence prior to the start of his shift, unless there is a justifiable reason for not doing so. In these situations, an employee shall notify the employer as soon as is reasonably possible. The employee must obtain a L.A.N. number (late or absent notification) as proof of his reporting in. Repeated failure to notify the Company on the first day of absence prior to the start of his shift may result in appropriate disciplinary action up to and including discharge.

25.02 Leaves of Absence

Upon application and one week's notice, except in cases of emergency, leaves of absence without pay may be granted by the Company when supported by cause. The Company shall determine the need for and the length of leaves of absence based upon the circumstances surrounding the employee's situation and the prevailing conditions of the Company. The employee, upon expiration of such leave of absence, shall return to his job classification in accordance with his seniority. In case of leaves due to emergency medical reasons, the (1) week notice period will be waived. **All** medical leaves, including maternity leaves, will be documented on the appropriate Medical Leave of Absence forms. If the Company requires an employee to have a physician complete a weekly indemnity form and the employee is charged a fee for such form, the employee will be reimbursed by the Company. Medical Leaves of Absence will be four days or more with the exception of an accident or first day of hospitalization which qualifies from the first day.

An employee with a non-work related injury, who reports to work on

the day of an injury and is unable to complete their shift, will have this partial shift qualify towards the waiting period for Weekly Indemnity.

Employees on a Medical Leave of Absence of two weeks or more will notify the Company two days prior to their return.

Employees, who have to take their child (18 years old or younger) to a medical specialist, will upon request be allowed a one day unpaid leave of absence for the initial visit. This is providing they give the Company proper verification and at least one week notice. However, the one weeks notice will be waived if a rescheduling of this appointment was unexpectedly moved up.

Employees scheduled for blood work that requires fasting will be allowed to leave without being penalized under the attendance program providing they return to work promptly and they have supporting documentation.

WSIB/Weekly Indemnity

Anytime an employee makes a claim of inability to work due to a condition unrelated to work and it is supported by a physician in the appropriate medical forms, the employee will be paid weekly indemnity. The Company may have the employee examined by one of the panel doctors referred to below. If a dispute exists between the employee's doctor and the panel doctor chosen, a third doctor who will be a specialist in the appropriate area will examine the employee. In such instances, the Company will pay the cost of the third doctor, any time lost from work as a result of the appointment with the third doctor, and mileage at a rate of \$.26 per kilometre if the employee has to travel more than 20 kilometres to make the appointment. All parties will abide by the third doctor's findings.

As a means of maintaining a fair and unbiased procedure, the parties will establish a mutually agreed upon panel of Doctors who will be used in the above circumstances on a rotating basis. Once established, either party may request a review of all or any of the doctors on the panel and by mutual agreement may replace any or all of them.

In cases of claims of work related disabilities, the Company may have the employee examined by one of the panel doctors. In situations where the doctors involved agree that the employee is in fact unable to work but not conclusive as to whether it is work related or not, the employee will be paid weekly indemnity in accordance with the current plan. Once WSIB makes a final determination, the appropriate redistribution of money will be made, including the employee repaying

the Company's weekly indemnity fund.

In all cases above, the Company will pay the cost of the panel doctor.

Maternity Leave

Female employees going on a maternity leave must submit a doctor's statement by the third month of her pregnancy, indicating the expected date of birth.

Pregnant employees may continue working up to the expected date of birth providing she can satisfactorily perform her duties. This prenatal period may be extended if in the opinion of the Company doctor or the employee's doctor, it is necessary.

The employee may remain on maternity leave as long as her doctor states she is medically unable to work. Upon release from her doctor, the employee will, upon her request be granted a personal leave of absence for a period not to exceed one year minus the length of time she was on Maternity Leave and Parental Leave. Male and female employees are eligible for Parental Leave as afforded by the Employment Standards Act.

Military Leave

Any employee covered by the provisions of this agreement who is required to enter active duty in any of the Allied Armed Forces shall accumulate seniority and upon completion of the initial enrollment of service be reinstated to his former or similar position at the prevailing rate. This provision shall not apply, however, if the said employee does not make application for re-employment within 2 weeks after his release from the armed forces.

25.03 Union Leaves of Absence

Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union, CAW, will be granted an unpaid leave of absence by the Company, for a period not to exceed (1) one year. Such leaves may be extended on an annual basis at the request of the Local or National Union. While on such Union leaves there shall be no break in seniority.

The Company will also honour requests for incidental Union leaves of absence authorized by the Plant Chairperson or by the Local President. In so far as possible, the Company will be given five (5) days notice. The Company will continue to pay the employees while on such leaves and bill the Local accordingly.

ARTICLE XXVI

Sexual Harassment

The Union and the Company recognize that sexual harassment in the workplace is an unlawful employment practice and in violation of the Ontario Human Rights Code, which defines it as:

.....a course of vexatious comments or conduct or sexual advance or solicitation that is known, or ought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker.

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by the joint committee consisting of the plant president and/or plant chairperson of the Union and the Plant Manager and/or the Human Resource Manager.

ARTICLE XXVII

Substance Abuse

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while the employee is under a medically prescribed course of treatment.

A committee will be set up consisting of representation from the Company and the Union. Substance abuse representatives will be provided such time as necessary for the administration of the program.

ARTICLE XXVIII

General

28.01 Students

Students will be paid \$3.00 per hour below the top rate for the respective classification they are working in.

28.02 Bulletin Boards

Bulletin boards will be posted in the plant to provide employees with information about the Company, Company's customers, upcoming events, etc.

Also posted will be need to know information such as overtime, vacation, holiday schedules, etc.

In addition to the Company bulletin boards, the Union will be provided one for its use. The board will be used to keep employees informed about the Union. As a matter of courtesy, the Union will advise Personnel in advance of any postings.

28.03 Data to be Supplied by the Company

The Company will supply the Committee with the following information at the end of every month and send a copy to the local Union office:

1. Employees who acquire seniority
2. Employees by rate and classification
3. Employees transferred into or out of the bargaining unit
4. Employees on leaves of absence
5. Employees on S&A and Comp and the date of occurrence
6. Layoffs and recalls
7. Employees who have lost seniority
8. Employees who are discharged
9. Job posting applications and job awards

28.04 Moments of Observance

Employees will be allowed to observe one minute of silence each April 28th at 11:00 a.m. in recognition of National Day of Mourning for those workers who have died as the result of a work place accident.

Employees will be allowed to observe one minute of silence each December 6th at 11:00 a.m. in recognition of Violence Against Women.

Employees will be allowed to observe one minute of silence each November 11th at 11:00 a.m. in recognition of Remembrance Day.

28.05 New Employee Orientation

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff. A new employee shall be advised of the name of his Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce the new employee to the Union Representative who will provide the employee with a copy of the Collective Agreement. The Union Chairperson will be afforded the opportunity to meet with full-time bargaining unit hires for 15 minutes. The Chairperson's wages will be paid during this orientation by the Company.

28.06 Employee Facilities

The Company will continue to provide lunchroom facilities including hot vending machines or microwave ovens, washrooms, lockers and a first aid facility.

28.07 Union Office

The Company agrees to provide the Union an office with a telephone, computer & printer and office furniture for the exclusive use of the Union Committee.

28.08 Basic Education

The Company will continue its support of the BEST program for plant employees.

28.09 Protective Clothing

The Company will continue its current practice of providing shop coats, gloves, safety glasses, earplugs and coveralls (maintenance). The Company will provide aprons in areas where required once per year. The Company annual safety shoe allowance is \$125 for production employees and \$210 for maintenance employees. This allowance (safety shoes) will be paid to each employee during the first pay day in February of each year. Employees who are not on active status on the date the allowance is paid will be paid upon return to active status.

The Company will keep a supply of coveralls that will be available to employees who are involved in clean up.

The Company will provide for the cleaning of coveralls for Maintenance and Tooling employees.

In addition, upon proof of purchase, the Company will reimburse the maintenance and tooling employees up to \$50.00 towards the purchase of winter boots once during the life of the Agreement. It will be the expectation that the boots will be kept at work.

28.10 Tooling Allowance

Effective June 1, 2002 the Company will provide each Maintenance Journeyperson, Maintenance Apprentice, and Tooling Maintenance employee a \$375 tooling allowance per year providing the tools are required to perform work directly related to their job at JCLP's Tillsonburg plant, and were in fact purchased, and the purchase was necessary. In addition, within 90 days of the effective date of the agreement, the Company will purchase each maintenance and tooling employee an insurance rider covering each toolbox and their contents up to a maximum of \$4,000. The last day to submit tool allowance for current year is December 15th. Tools qualifying for the following year's allowance may start to be purchased on December 16th of the preceding year.

28.11 Union Leaves of Absence

Employees will continue to accrue seniority while on Union leave of absence but credited years of service and vesting will be based on conformance with the appropriate provisions of the pension plan.

28.12 Contracting Out

The Company will notify the Plant Chairperson when production work is being contracted out.

28.13 Human Rights Training

The Company and the Union will put together a mutually agreed upon two (2) hour Human **Rights** training program for all Tillsonburg employees. Employees will take such training within two (2) years of ratification.

28.14 Union Sponsorship

Union Education

The Company will allocate \$10,000 each year of the contract for the purpose of training elected Union officers. The National Union will oversee the spending of this fund, which will be spent on employees of the Tillsonburg plant. If at the end of any given year the entire \$10,000 has not been used, the balance will be carried over into the next year. Any money not used by the expiration of the contract will be converted into an employee fund. The plant committee will be in charge of this fund.

Social Justice Fund

Effective January 2006 the Company will allocate \$4,000.00 each year of the contract to the CAW Social Justice Fund.

ARTICLE XXIX Skilled Trades: Maintenance

Section 1.

Skilled Trades Department for the purpose of this agreement shall mean the Maintenance Department.

Section 2.

Classifications in the Maintenance Department will be non-interchangeable. Seniority will be by classification.

Section 3.

Seniority in the Maintenance Department will be by date of entry into the classification. For apprentices, this means their date of seniority will, upon obtaining their C of Q - Maintenance Mechanic, revert back to the date they entered the apprenticeship program.

Section 4.

- (a) Production workers will not carry seniority into any Maintenance Classification. Maintenance workers will not carry seniority into any Production Classification after the signing of this agreement.
- (b) Should any maintenance worker become permanently medically unable to perform the duties of his/her classification, the Company and Union will cooperate in endeavouring to place the employee in a classification he/she is able to perform. In placing the employee his/her total plant wide seniority will be considered.

Section 5.

The term Journeyman/woman as used in this agreement shall mean any person:

- a) who is presently in the Maintenance Journey person classification.
- b) who has served a bona fide apprenticeship and has a certificate which substantiates his/her claim of such service.

c) who has had eight years of practical experience and can **prove** same with proper affidavits. The Company will consider the possession of CAW/UAW Journeyman/woman card as presumptive proof of qualifications.

Section 6.

Any further employment into the Maintenance Department will be limited to Maintenance Journeyman and Maintenance Apprentice. The Weekend Helper classification will be retained as a means of identifying the payment applicable to those employees assigned on a temporary basis.

In filling apprentice positions, internal interested parties will be given the opportunity before going outside the bargaining unit.

If and when an internal employee is given the opportunity to fill an apprentice position, the Company is committed to continuing its practice of registering the employee as an apprentice with the Ministry of Educational Training. As schedules permit, the Company will free up the apprentice to take requisite courses in order to obtain their I.M.M. (Industrial Maintenance Mechanic) designation. Once an employee has completed their I.M.M. schooling and worked the necessary hours to write for their Certificate of Qualification (C of Q) Maintenance Mechanic, the Company will pay for a C of Q preparation course which must be taken when it is next offered. The Company will provide the employee with the day off with pay to write the initial exam. Upon completion of the C of Q preparation course, the apprentice must write for their C of Q exam when it is next offered. If the apprentice is unsuccessful, the apprentice will have two (2) years from the date of their first C of Q exam to obtain their C of Q. Apprentices failing to obtain their C of Q during this time, will be returned to the classification from where they came, seniority permitting, otherwise they displace the junior employee in the plant.

The Company agrees to reimburse the Skilled Trades for Licensing Fees up to \$50 per year.

Section 7.

In the case of a layoff in the Maintenance Department the first to go will be the apprentices.

In the case of a layoff in the Maintenance Journeyman Classification, the first to go will be the least senior employee in the classification.

In the case of a layoff in the Maintenance Apprentice Classification, the first to go will be the last who entered the program.

Employees layed off from the Maintenance Apprentice Classification will be placed elsewhere in accordance with the appropriate layoff language based on his/her plant seniority.

Section 8.

(a) In the event the Company acquires some advanced type of machinery or equipment that would call for special servicing by an employee in the maintenance department, it is agreed that the appropriate employees will be trained so that they may be familiar with the necessary repair and maintenancetechniquesrequired.

(b) Such training will involve no loss of pay to the employee.

Section 9.

In contracting out work which is normally performed by the Maintenance Department, the Company will consider such factors as economics, available equipment, available manpower and time constraints. The Company will not contract out regular maintenance work if the maintenance employees (including weekend crew) are not working, unless they elected not to be working (including weekends).

Time permitting the Company will advise the Union when work is being contracted out. The Company will, however allow the skilled trades representative from the Bargaining Committee to attend the weekly maintenance planning meeting. During this meeting, the Company will advise the skilled trades representative of any anticipated work to be done by contractors and at the skilled trades representative request, the Company will entertain suggestions by the skilled trades representative to do the work in house.

Section 10.

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

The first such dues deduction will be made from employees' first pay following completion of their probationary period. Thereafter, dues deduction will be made in January of each succeeding year or upon completion of one months work in the calendar year. For this agreement deductions shall be made following gratification.

Section 11.

The Company will allow (3) weekday maintenance workers off on vacation at one time.

Effective July 4, 2005 the Company will switch rotation from Days, Afternoons, Midnights to Midnights, Afternoons, Days.

Weekend Maintenance:

Employees assigned as weekend maintenance workers will work a 24 hour week consisting of 12 hours on Saturday for which they will be paid at a rate of time and one half their regular straight time hourly rate for each hour worked and 12 hours on Sunday for which they will be paid at a rate of double time their regular straight time hourly rate, including appropriate shift premium, for hours worked.

Whenever the Company needs to populate the weekend maintenance workforce it will post the number of positions needed. The most senior maintenance employees (apprentices excluded) will be given first choice. If not enough senior employees are interested, the least senior in the maintenance classification will be assigned as a weekend maintenance worker.

Anyone who volunteers or is assigned as a weekend worker may after six months, opt out by finding a qualified volunteer or by displacing the least senior qualified.

A Saturday or Sunday not worked due to vacation will be considered as one half week.

The Company will allow more than one weekend worker off on vacation at the same time providing, the weekend worker over and above the one who first got approval finds a satisfactory replacement from among the weekday maintenance crew. In such cases the replacement employee will be required to sign a statement committing to work the weekend involved.

A Saturday or Sunday not worked due to a holiday will be considered as two and one half days.

Pay for a holiday for which the weekend maintenance worker does not get time off will be paid at a rate of eight hours times his regular straight time hourly rate plus appropriate shift premium.

Weekend workers whose assigned shift begins on or after 3:00 PM

will be paid the appropriate afternoon shift premium. Weekend workers whose assigned shift begins on or after 11:00 PM will be paid the appropriate midnight shift premium.

Whether through time off or pay in lieu of time off, the weekend maintenance worker will be entitled to no more or no less holidays (or the equivalent in hours) as any other employee.

Weekend workers will be paid the appropriate amount of hours not worked on a weekend due to jury duty or bereavement (maximum of 24 hours for bereavement).

If the Company requires hours worked on a Saturday or Sunday beyond those normally worked by the weekend worker, they will first be offered to the maintenance employees working the regular Monday through Friday work week.

Weekday overtime will first be offered to the maintenance employees working the regular Monday through Friday work week.

The same provisions of Reporting in pay, 16.01 will apply to the weekend workers, except that they will be paid 7.5 hours at their straight time hourly rate plus any appropriate shift premium.

The same provisions of Call in pay, 16.02 will apply to the weekend workers.

Overtime worked by a weekend worker will be paid at a rate of time and one half for hours (double time on Sunday) worked over and above their regular 24 hour work week.

Each weekend worker will be allowed three 10 minute breaks and one lunch period for each full shift worked.

Weekend maintenance workers on a medical leave of absence or off on workers' compensation will be paid one half the weekly benefit for each Saturday or Sunday missed, In the case of medical leaves, weekly benefits will begin after they actually miss 32 hours of pay.

Each Saturday or Sunday worked will be considered as 20 hours for pension purposes.

Upon notification from the Union the Company will recognize weekend worker union representatives.

For probationary purposes, each Saturday or Sunday will be considered

as two and one half days.

The Company will advise the Union by October 1st of each year, of what its plans are for weekend maintenance employees during the Christmas shutdown.

ARTICLE XXX

Tooling

The Tooling Department will consist of two classifications, Tooling Maintenance and Tooling Maintenance Helper.

Progression from start to top will be at a rate of \$.15 per hour per active month of employment (at least 15 days worked).

The Tooling Maintenance Helper will be used from time to time on a temporary as needed basis.

Current employees successfully bidding in to the Tooling Maintenance Classification will enter in at their current rate of pay and progression will begin after six months.

Upon notification from the Union the Company will recognize a tooling worker union representative.

Weekend Tooling:

If a weekend program is established in the Tooling department, it will be operated the same as the Weekend maintenance program.

ARTICLE XXXI

Cola

Effective June 3, 1996 and thereafter during the period of this agreement, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1986 = 100, hereinafter referred to as the 1986 Consumer Price Index or 1986 CPI.

In determining the three (3) month average of the indexes for a specified period, the computed averages shall be rounded to the nearest .1 index point - i.e. .05 and greater rounded up and less than .05

rounded downwards.

The COLA shall be computed using the three month average of the 1986 CPI for March 1993; April 1993 and May 1993 as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

Effective Date of Adjustment	Based Upon Three Month Average of the 1986 CPI Form
First pay period beginning on or after October 1, 1993 and at three calendar month intervals thereafter	June 1993, July 1993, August 1993 and at three calendar month intervals thereafter

One cent (\$0.01) adjustments in the cost of living shall become payable for each .0958 change in the Consumer Price Index. Effective January 1, 2000, the current .0958 will be changed to .0849.

If at anytime the CPI indicates a drop in COLA, the adjustment will not be reduced, The adjustment, therefore, will not be increased until the CPI rises above where it was when the reduction would have been made.

For purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of 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 and calculated on the same basis as the Index for 1993.

ARTICLE XXXII

Termination

This agreement will remain in force until June 1, 2008 11:59 P.M. and will continue automatically thereafter for a further period of one (1) year, unless either party notifies the other in writing during the period of not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives as of this 6th day of June 2005 in Tillsonburg, Ontario.

For The Company

For the Union

Karen Clements
Bill Powers
John Kuhl
Bill Powers Jr.
Linda Rachar

Judy Dearden
Jim Pound
Julie Herron
Shelley McCarey
Mark Cook
Marlene McCord

APPENDIX A

Wage Increase

The top rate for each classification will be increased as follows:

June 6, 2005 \$0.25	January 1, 2007 \$0.25
January 2, 2006 \$0.25	June 4, 2007 \$0.25
June 5, 2006 \$0.25	January 7, 2008 \$0.25

In addition, on these same dates, the top rates for the classification listed below will be increased an additional \$0.20, \$0.20, \$0.20, \$0.20, \$0.20, \$0.20 respectively.

Maintenance Journey person

WAGE SCHEDULE EFFECTIVE June 6, 2005 to January 1, 2006

Job Classification	Level	New Hire Rate	Top Rate
Line Production(Demould)	III	\$15.64	\$18.64
Line Production(W/P, QIC)	II	\$15.44	\$18.44
Receiving Inspector	I	\$15.00	\$18.00
Production Technician (SIC)	I	\$15.00	\$18.00
Fork Lift Operator	All	\$15.00	\$18.00
Quality Auditor	All	\$15.44	\$18.44
Weekend Helper	All	\$15.64	\$18.64
Stockkeeper	All	\$17.82	\$20.82
Maintenance Journeyperson	All		\$26.51
Maintenance Apprentice	All	\$17.82	\$20.82
Tooling Maintenance	All	\$22.56	\$25.56
Tooling Maintenance Helper	All	\$15.64	\$18.64

WAGE SCHEDULE EFFECTIVE January 2, 2006 to June 4, 2006

Job Classification	Level	New Hire Rate	Top Rate
Line Production(Demould)	III	\$15.89	\$18.89
Line Production(W/P, QIC)	II	\$15.69	\$18.69
Receiving Inspector	I	\$15.25	\$18.25
Production Technician (SIC)	I	\$15.25	\$18.25
Fork Lift Operator	All	\$15.25	\$18.25
Quality Auditor	All	\$15.69	\$18.69
Weekend Helper	All	\$15.89	\$18.89
Stockkeeper	All	\$18.07	\$21.07
Maintenance Journeyperson	All		\$26.96
Maintenance Apprentice	All	\$18.07	\$21.07
Tooling Maintenance	All	\$22.81	\$25.81
Tooling Maintenance Helper	All	\$15.89	\$18.89

WAGE SCHEDULE EFFECTIVE June 5, 2006 to December 31, 2006

Job Classification	Level	New Hire Rate	Top Rate
Line Production (Demould)	III	\$16.14	\$19.14
Line Production (W/P, QIC)	II	\$15.94	\$18.94
Receiving Inspector	I	\$15.50	\$18.50
Production Technician (SIC)	I	\$15.50	\$18.50
Fork Lift Operator	All	\$15.50	\$18.50
Quality Auditor	All	\$15.94	\$18.94
Weekend Helper	All	\$16.14	\$19.14
Stockkeeper	All	\$18.32	\$21.32
Maintenance Journeyperson	All		\$27.41
Maintenance Apprentice	All	\$18.32	\$21.32
Tooling Maintenance	All	\$23.06	\$26.06
Tooling Maintenance Helper	All	\$16.14	\$19.14

WAGE SCHEDULE EFFECTIVE January 1, 2007 to June 3, 2007

Job Classification	Level	New Hire Rate	Top Rate
Line Production (Demould)	III	\$16.39	\$19.39
Line Production (W/P, QIC)	II	\$16.19	\$19.19
Receiving Inspector	I	\$15.75	\$18.75
Production Technician (SIC)	I	\$15.75	\$18.75
Fork Lift Operator	All	\$15.75	\$18.75
Quality Auditor	All	\$16.19	\$19.19
Weekend Helper	All	\$16.39	\$19.39
Stockkeeper	All	\$18.57	\$21.57
Maintenance Journeyperson	All		\$27.86
Maintenance Apprentice	All	\$18.57	\$21.57
Tooling Maintenance	All	\$23.31	\$26.31
Tooling Maintenance Helper	All	\$16.39	\$19.39

WAGE SCHEDULE EFFECTIVE June 4, 2007 to January 6, 2008

Job Classification	Level	New Hire Rate	Top Rate
Line Production(Demould)	III	\$16.64	\$19.64
Line Production(W/P, QIC)	II	\$16.44	\$19.44
Receiving Inspector	I	\$16.00	\$19.00
Production Technician (SIC)	I	\$16.00	\$19.00
Fork Lift Operator	All	\$16.00	\$19.00
Quality Auditor	All	\$16.44	\$19.44
Weekend Helper	All	\$16.64	\$19.64
Stockkeeper	All	\$18.82	\$21.82
Maintenance Journeyperson	All		\$28.31
Maintenance Apprentice	All	\$18.82	\$21.82
Tooling Maintenance	All	\$23.56	\$26.56
Tooling Maintenance Helper	All	\$16.64	\$19.64

WAGE SCHEDULE EFFECTIVE January 7, 2008 to June 1, 2008

Job Classification	Level	New Hire Rate	Top Rate
Line Production(Demould)	III	\$16.89	\$19.89
Line Production(W/P, QIC)	II	\$16.69	\$19.69
Receiving Inspector	I	\$16.25	\$19.25
Production Technician (SIC)	I	\$16.25	\$19.25
Fork Lift Operator	All	\$16.25	\$19.25
Quality Auditor	All	\$16.69	\$19.69
Weekend Helper	All	\$16.89	\$19.89
Stockkeeper	All	\$19.07	\$22.07
Maintenance Journeyperson	All		\$28.76
Maintenance Apprentice	All	\$19.07	\$22.07
Tooling Maintenance	All	\$23.81	\$26.81
Tooling Maintenance Helper	All	\$16.89	\$19.89

APPENDIX B Holidays

June 1, 2005 to May 31, 2006

Friday	July 1, 2005	Canada Day
Monday	August 1, 2005	Civic Holiday
Monday	September 5, 2005	Labour Day
Monday	October 10, 2005	Thanksgiving Day
Friday	December 23, 2005	Floater
Monday	December 26, 2005	Christmas Day
Tuesday	December 27, 2005	Boxing Day
Wednesday	December 28, 2005	Floater
Thursday	December 29, 2005	Floater
Friday	December 30, 2005	Floater
Monday	January 2, 2006	New Year's Day
Friday	April 14, 2006	Good Friday
Monday	April 17, 2006	Easter Monday
Monday	May 22, 2006	Victoria Day

+birthday
15 holidays in total

June 1, 2006 to May 31, 2007

Monday	July 3, 2006	Canada Day
Monday	August 7, 2006	Civic Holiday
Monday	September 4, 2006	Labour Day
Monday	October 9, 2006	Thanksgiving Day
Friday	December 22, 2006	Floater
Monday	December 25, 2006	Christmas Day
Tuesday	December 26, 2006	Boxing Day
Wednesday	December 27, 2006	Floater
Thursday	December 28, 2006	Floater
Friday	December 29, 2006	Floater
Monday	January 1, 2007	New Year's Day
Friday	April 6, 2007	Good Friday
Monday	April 9, 2007	Easter Monday
Monday	May 21, 2007	Victoria Day

+birthday
15 holidays in total

Holidays
June 1, 2007 to May 31, 2008

Monday	July 2, 2007	Canada Day
Monday	August 6, 2007	Civic Holiday
Monday	September 3, 2007	Labour Day
Monday	October 8, 2007	Thanksgiving Day
Monday	December 24, 2007	Floater
Tuesday	December 25, 2007	Christmas Day
Wednesday	December 26, 2007	Boxing Day
Thursday	December 27, 2007	Floater
Friday	December 28, 2007	Floater
Monday	December 31, 2007	Floater
Tuesday	January 1, 2008	New Year's Day
Friday	March 21, 2008	Good Friday
Monday	March 24, 2008	Easter Monday
Monday	May 19, 2008	Victoria Day

+birthday

15 holidays in total

Mr. Jim Pound
National Representative C.A.W
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #1
June 3, 2002

ARTICLE XV OVERTIME

Dear Mr. Pound:

During our 1999 negotiations, considerable discussions took place between the Union and the Company over overtime opportunities.

It was agreed that the Company would continue its practice of offering overtime "outside of a classification" to qualified employees on the shift.

It was also agreed that the Company would continue its practice of offering Seating Plant "Dewax and Clean-up" overtime opportunities to Seating Plant "line-crews" and Seating Plant "General Clean-up" overtime opportunities to Seating Plant "Production Technicians."

The Maintenance Helper Classification will be renamed "Weekend Helper."

The Company will offer "Weekend Helper" overtime opportunities to employees by seniority on a rotating basis. Employees will be allowed to sign a "Weekend Helper" list one time per year for overtime opportunities.

It was further agreed, that "Weekend Helpers" will not perform the following functions:

Changing Monorail Wheels, Replacing Air Curtains, Assisting Maintenance

The above functions will be performed by the Maintenance Department.

Yours truly,

JOHNSON CONTROLS LP
Karen E Clements
Employee Relations Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
310 Wellington Road S.
London, Ontario
N6C 4P4

Letter of Understanding #2
June 3, 1996

Dear Mr. Grant:

In the past, where the Company has attempted to contact an absent employee and was unable to do so, the Company has asked the CAW for its help in contacting the employee.

The Company appreciates this help and will continue this practice.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #3
June 3, 2002

Dear Mr. Pound:

The Company agrees to offer the "Due Diligence" training referred to in Article 23.01 to newly elected Union Representatives who have not previously received the training. This will be conducted within six (6) months of the completion of the Plant wide elections.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Craig Grant
National Representative C.A.W.
CAW-Canada
310 Wellington Road S.
London, Ontario
N6C4P4

Letter of Understanding #4
June 3, 1996

Dear Mr. Grant:

In the event the employees' right to "work refuse" under the current Occupational Health and Safety Act is revoked, the Company agrees to meet with the Union to implement a mutually agreed upon alternate procedure.

If at any time, between the time the right to work refuse is revoked and the Company and the Union arrive at an alternate procedure, the Company will not act in a matter that is arbitrary, discriminatory or in bad faith.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

Mr. Craig Grant
National Representative C.A.W.

Letter of Understanding #5
June 3, 1996

CAW-Canada
310 Wellington Road S.
London, Ontario
N6C4P4

BAD WEATHER

Dear Mr. Grant:

The Company will have no formal policy regarding "bad weather".

Cases involving employees not reporting to work or leaving work due to their concern about weather conditions will be reviewed on a case by case basis.

In reviewing these cases, the Company will take into consideration any formal alerts or the like issued by the various enforcement agencies involved in such activities as well as any pertinent data provided by the Union.

Yours truly,

JOHNSON CONTROLS LTD.

Ralph G. Lassel
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #6
June 3, 2002

ARTICLE XI
Short Term Layoff (three days or less)

Dear Mr. Pound:

The company agrees that at the point a particular group of employees has been affected by short-term layoffs for three consecutive weeks, they will meet with the Chairperson to discuss alternative approaches.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #7
June 3, 2002

COMBINATIONS OF CLASSIFICATIONS

Dear Mr. Pound:

When the Company elects to combine two or more classifications on the shift, the higher skilled position will be given the assignment. However, if someone from the combined classifications, who is qualified to do the higher skilled work, brings to the Company's attention that they have been excluded the two previous times, they will be given the next assignment.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #8
May 17, 2005

ARTICLE XXIX
Skilled Trades: MAINTENANCE

Dear Mr. Pound:

The Company agrees that employees assigned as Weekend Maintenance workers shall not be scheduled to work on Sunday, December 25, 2005.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #9
May 3, 2005

PAID LUNCHES

Dear Mr. Pound:

When 50% of the workforce is working a three (3) shift operation, everybody (includes Maintenance, Tooling and Forklift Operators) will receive a twenty (20) minute paid lunch.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A. W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #10
May 3, 2005

Dear Mr. Pound:

The Company will maintain the policy that Safety and Governmental mandatory training hours spent in a classroom, will not count towards the 48 hour work week.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario

Letter of Understanding #11
May 3, 2005

VIOLENCE AGAINST WOMEN

Dear Mr. Pound:

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual **and** the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #12
May 4, 2005

40 HOUR LIMITATIONS FOR WORKING ON SATURDAYS

Dear Mr. Pound

If an employee is on a 40 hour limitation there are circumstances where the employee would be required to work a part, or a full Saturday shift such as:

- A) The employee is absent from an entire shift for *ANY* reason (including approved absences such as Vacation, Birthday, Suspensions and so on)
- B) The employee is late, or leaves early, **and** the absence is 4 hours or more
- C) There is/was a Holiday
- D) The employee was scheduled a day off during the week

Note: A 40 hour limitation with 2 consecutive days off means exactly that. The employee would need to work 40 hours straight to be entitled to 2 (two) consecutive days off, therefore, if the employee hasn't worked 40 hours straight, they will be required to work the Saturday.

If the employee is unsure whether they are required to work the Saturday or not, it is their responsibility to ask, they cannot assume that they are not required to work ~ By not showing up the employee will be coded as absent with a no show, no call for that shift.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #13
May 17, 2005

WORK STANDARDS

Dear Mr. Pound:

The company agrees that work standards will not be implemented during the term of the agreement.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #14
May 17, 2005

INJURED WORKERS RETURNING TO WORK

Dear Mr. Pound:

The company agrees that the plant chairperson shall be allowed to be involved in any meetings held with injured workers in the attempt to accommodate them back into the workplace.

The employer will provide WSIB training as required to assist the chairperson in this regard.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #15
May 18, 2005

SHORT-TERM LAY OFF (Less than a Full Shift)

Dear Mr. Pound:

The Company is committed that whenever possible to allow employees the option of voluntarily going home by seniority, within the classification of the area affected when the Company is aware more than a day in advance of a layoff of less than a full shift.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #16
May 25, 2005

EMPLOYEE ASSISTANCE PROGRAM

Dear Mr. Pound:

The Company continues to recognize the need for an Employee Assistance Program to help provide the means to assist getting appropriate counselling and rehabilitational support. The Company will continue to reimburse employees 100% for the initial visit and 50% of the cost of any future visits up to a maximum of 6 (six).

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario

Letter of Understanding #17
May 26, 2005

FIRE FIGHTER

Dear Mr. Pound:

An employee who is currently a qualified fire fighter and can provide official documentation showing such, will not have an attendance occurrence registered against them if they are late for work providing they supply proof that they were late due to being on an emergency call. It is understood that once they are at work, they will not be excused from the attendance policy to leave for any calls.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #18
May 26, 2005

SUMMER WORK

Dear Mr. Pound:

Notwithstanding Article XI of the Collective Agreement, employees on layoff for ten (10) consecutive days or more may refuse the recall for summer work each year provided they are working as a full-time employee for another employer or are attending school on a full-time basis and can document such, in writing, within three (3) work days of the day they are to return to work for Johnson Controls.

It is clearly understood that the refusal for “summer work” does not count as a refusal as set out in the Collective Agreement.

Employees who refuse the recall as set out above maintain their order on the seniority list.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

Mr. Jim Pound
National Representative C.A.W.
CAW-Canada
140 Pine Valley Blvd.
London, Ontario
N6K 3X3

Letter of Understanding #19
May 26, 2005

PREFERENTIAL HIRING

Dear Mr. Pound:

Employees who are affected by a permanent layoff or plant closing will be given preferential hiring privileges at any JCI's Automotive Group plants that **are** represented by the CAW. This means they will be considered for employment prior to these other plants hiring non JCI people. They will be required to satisfy whatever **hiring** practices are in place at these other plants, including serving the appropriate probationary period. Once they complete their probationary **period**, their seniority will be based on the date they were hired at that plant and they will be governed by the wages, benefits and practices at that plant. However, for vacation entitlement and pay rate, their date of hire at Tillsonburg will be considered. Obviously, once **hired** they will relinquish all recall rights to Tillsonburg. If, however, within **six (6)** months of being hired, they are laid off for reasons unrelated to performance, they can elect to be re-instated to the Tillsonburg seniority list or remain on their new plant's recall list.

Yours truly,

JOHNSON CONTROLS LP

Karen E Clements
Employee Relations Manager

LETTER OF COMMITMENT

MAINTENANCE OVERTIME

The number of weekday maintenance employees scheduled on any given weekend will not exceed two thirds of the total number number of weekday maintenance employees unless for very specific reasons and only after approved in writing by the Plant Manager.

This information will be reviewed with the Skilled Trades Representative at the Engineering meeting on Thursday morning. Some reasons that may result in more than two thirds being scheduled could be for...

- ❖ Completing special projects...
- ❖ Avoiding customer interruptions...

While there could be other reasons, this is the Plant Manager's commitment to make it the norm, rather than the exception, to adhere to the two-thirds guideline.

Jack Lightfoot

Plant Manager

2005

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2006

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SCHEDULES

Contractholder: Johnson Controls L.P.

**For Tillsonburg Bargaining employees
and their dependents**

Effective

Date: June 1, 2005

Group

Contract No. 4299/7559

**IMPORTANT: Keep these Schedules in the front cover
pocket of your booklet.**

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**EMPLOYEE LIFE
INSURANCE BENEFIT**

SCHEDULE

EMPLOYEE LIFE INSURANCE BENEFIT

Classification	Amount
<i>All</i> eligible employees:	\$46,000*
* Effective January 1, 2006	\$50,000**

** If you are hired on or after the effective date of the Union Collective Agreement, June 6, 2005, you will be eligible for \$25,000 only until you have completed 5 years of continuous service.

Notes:

- **Your** Employee Life Insurance will reduce to \$20,000 at age 65 and will terminate at the first of the month following retirement.
- Life Insurance Premium is employer paid.

**EMPLOYEE ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFIT**

SCHEDULE

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

Classification	Amount
All eligible employees:	\$46,000*
* Effective January 1, 2006	\$50,000**

** If you are hired on or after the effective date of the Union Collective Agreement, June 6, 2005, you will be eligible for \$25,000 only until you have completed 5 years of continuous service.

Notes:

- Your Employee Accidental Death and Dismemberment Insurance will reduce to \$20,000 at age 65 and will terminate at retirement.
- Accidental Death and Dismemberment Insurance Premium is employer paid.

SCHEDULE

HEALTH CARE BENEFITS

Classification

All eligible employees under age 65 **and** their dependents:

Health Care Insurance Premium is employer paid.

COVERED CHARGES

(See Benefit Description For Coverage Details)

HOSPITAL.....AMBULANCE.....OUT-OF-HOSPITALNURSING
PHYSIOTHERAPYHEALTH PRACTITIONERS
DENTAL CARE **FOR ACCIDENTAL INJURY**
DIAGNOSTIC LABORATORY AND X-RAY EXPENSES
DRUGS..... DURABLE MEDICAL EQUIPMENT AND
SUPPLIESOUT-OF-PROVINCE..... VISION CARE
HEARING CARE.....FOOT CARE

Amount

Calendar Year Deductible*

\$10 per person but not
more than \$20 per family

Pay-Direct Drug Deductible

\$.35 per prescription or refill

Lifetime Drug Benefit Maximum for

Fertility Drugs

1 cycle per lifetime up to \$1,000

Nicorettes or Other **Aids**
to Stop Smoking

1 cycle per lifetime
up to \$500

* does not apply to Basic Hospital (Within Home Province), Out-of-Province Hospital **and** Vision Care Benefits

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Percentage Payable	
All Covered Charges	100%
Basic Hospital (Within Home Province)	
Room and Board Limit	semi-private
Chronic Care Hospital (Within Home Province)	
Room and Board Limit	\$3 per day
Maximum Stay (per period of disability)	120 days
Licensed Private Hospital (Within Home Province)	
Room and Board Limit	\$10 per day
Maximum Stay (per period of disability)	120 days
Out-of-Hospital Nursing Benefit Maximum (per calendar year)	90 - 8 hour shifts

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Health Practitioners' Benefit Maximums (per calendar year)	
Masseur, Chiropractor	\$30 per visit up to \$300 per calendar year, per type of practitioner
Speech Therapist	\$200 per calendar year
Psychologist	\$35 for the initial visit, thereafter \$20 per visit up to \$200 per calendar year
(per 24-month period, or 12-month period if under age 18)	
Ophthalmologist or Optometrist	one exam

HEALTH CARE BENEFITS

SCHEDULE

HEALTH CARE BENEFITS

	Amount
Out-of-Province	
Emergency Care	
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada semi-private	average
On Referral	
Benefit Duration per calendar year	30 days
Hospital Room and Board Limit semi-private	average
Vision Care Benefit Maximums (in any 24-month period or 12-month period if under age 18)	
Lenses and Frames or Contact Lenses	\$325
Bi-focals or Tri-focals and Frames	\$375
Hearing Care Benefit Maximum (every 3 years)	\$1,250
Foot Care Benefit Maximum	
Orthotic Foot Devices	2 pairs every 3 years

DENTAL CARE BENEFITS

SCHEDULE

DENTAL CARE BENEFITS

Classification

All eligible active employees under age 65 and their dependents:

Dental Care Insurance Premium is employer paid.

COVERED CHARGES

(See Benefit Description for Coverage Details)

ROUTINE CARE.....DENTURES
CROWNS AND BRIDGEWORK.....ORTHODONTICS

Fee Guide

Payments will be based on the **Ontario** Dental Association Fee Guide for General Dental Practitioners for the year prior to the year in which the charges were incurred.

	Amount
Calendar Year Deductible	Nil
Percentage Payable	
Routine Care	100%
Dentures, Crowns and Bridgework	50%
Orthodontics	100%

**Benefit Maximum
(per calendar year)**

Routine Care, Dentures, Crowns and Bridgework (combined maximum)	\$1,500
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Benefit Maximum (per lifetime)

Orthodontics (for dependent children under age 18 only)	\$1,800
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Manulife Financial

Your group Benefit Plan

Johnson Controls

Effective date: 06/01/2005

Tillsonburg bargaining

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GENERAL PROVISIONS

Employee Eligibility

To be eligible for coverage you must be:

- an active, permanent employee of an Employer, who is a member of the Canadian Auto Workers Union (National Automobile, Aerospace & Agricultural Implement Workers of Canada) Local 1859, covered under this plan, working full-time for at least 30 hours per week and not working on a seasonal basis;
 - in a class shown in the Schedule; and
 - covered under a Provincial Health Insurance Plan.

You will become eligible for coverage on the later of:

- the Effective Date of this plan; or
 - the first of the month following the completion of 60 continuous days, provided you have completed 40 working days, with respect to Life, Accidental Death and Dismemberment and Health Care Benefits; and
 - 1 year of continuous service with respect to Dental Care Benefits.
-

Dependent Eligibility

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon becoming your dependent.

You must be covered in order for your dependents to be covered.

Dependent means a spouse or unmarried child under 21 years (25 years, if regularly attending school) and solely dependent upon the employee for support with respect to Health Care Benefits and under 25 years and solely dependent upon the employee for support with respect to Dental Care Benefits.

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person living with the employee will be deemed to be the employee's spouse, if such person:

- is publicly represented as the employee's spouse; and
- has been living with the employee for a period of at least 6 continuous months.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the employee for support and lives with the employee in a regular parent-child relationship.

Effective Date of Coverage

Coverage for you and your dependents will become effective on the date of eligibility.

If you are absent from work because of disability due to illness or **injury** on the **date** your coverage, or any increase in your coverage, would otherwise become effective, such coverage will not become effective until the date you return to active full-time work for 1 full day.

Coverage, or any increase in coverage, for your dependent (other than a new-born child who becomes covered within 31 days of becoming eligible) who is confined in a hospital because of illness or **injury** on the date such coverage would otherwise become effective, will not become effective until the date such dependent is no longer so confined.

Temporary Absence From Work

For all Benefits, you and your dependents may continue to be covered at your Employer's option and subject to premium payment, if your absence from active work is not due to termination of employment but due to:

- illness, injury, pregnancy or parental leave but not beyond age 65 (or for up to 12 months, if you are age 64 or older and eligible for coverage); or
- temporary lay-off or leave (excluding military leave), but not beyond the end of the contract month following 3 months.

Termination of Coverage

Coverage for you and your dependents will terminate on the earliest of, the date:

- you retire, unless otherwise indicated in the Schedule;
- your employment terminates or you cease active work, except as noted under the Temporary Absence From Work provision;
- you cease to be a member of an eligible class;
- premium payments cease; or
- this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

Continuation of Benefits for Incapacitated Children

Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to the Administrator within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of functional impairment;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to the Administrator, as required, but not more often than yearly.

Continuation of Dental Care Benefits After Your Death

Your dependents who are covered under this plan at the time of your death will continue to be covered, while premium payments for such coverage are continued, for 90 days after your death, provided the dental work had commenced prior to your death.

Medical Information Bureau (MIB)

The MIB is a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members.

Manulife Financial or its reinsurers may periodically report information to the MIB. If you apply to receive life or health insurance coverage **from** another MIB member company or submit a claim for benefits to such company, the MIB upon request will supply the other insurer with the information on file.

Manulife Financial or its reinsurers may also release information **in** its file to other life and health insurance companies to whom you may apply for insurance or submit a claim for other benefits. All information obtained will be treated as confidential.

Upon your request, the MIB will arrange disclosure of any information in your file. If you question the accuracy of information in the Bureau's file, you may contact the MIB and seek a correction. Their address is: Medical Information Bureau, 330 University Ave., Suite 501, Toronto, Ontario, M5G 1R7. Tel: (416) 597-0590.

EMPLOYEE LIFE INSURANCE BENEFIT

(See Schedule for Amount)

Death Provision

If you die while covered, your Employee Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

Disability Provision

If you:

- become Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 6 months; **and**
- are under age 65;

the Employee Life Insurance for which you were covered at the time you became so disabled will continue while you are so disabled, but not beyond your 65th birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Manulife Financial, within 12 months of the date you cease active work, that you are so disabled. From then on you must submit proof satisfactory to Manulife Financial, **as** required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

Conversion Option

If your Employee Life Insurance terminates because your employment or class membership terminates or because you no longer qualify for coverage under the Disability Provision, then on or before your 65th birthday, you may convert up to 100% of the terminated amount, less any amount of group life insurance for which you may become eligible within 31 days of the date of the termination.

Note: The conversion option does not apply to reduction of life insurance or termination of insurance which become effective at specified ages or upon your retirement.

You may convert to individual:

- ordinary life plan then being issued by Manulife Financial;
- one-year convertible term insurance (if you have not passed your 65th birthday); or
- term insurance to age 65.

In no event may the converted policy exceed \$200,000, nor may it include disability or other added benefits.

You must apply in writing and pay the first premium to Manulife Financial within 31 days of the date your insurance terminates. The premium rates will be based on your age and class of **risk** at the time of conversion. **No** medical examination or health questionnaire will be required.

Extension of Benefit

If you die within 31 days of the date your Employee Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion.

**EMPLOYEE ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFIT**

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

(See Schedule for Amount)

If you sustain an accidental bodily **injury** while covered and if a covered loss occurs as a direct result, and within 1 year, of the accident, the following will be paid to you, if living, otherwise to your beneficiary(ies), if living, or to your estate:

For Loss Of	Percentage Of Amount Covered
Life	100%
Both arms or both legs	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
Sight of both eyes	100%
Sight of one eye	66-2/3%
Speech and hearing	100%
Speech or hearing	66-2/3%
Hearing in one ear	16-2/3%
Thumb and index finger, or 4 fingers, of one hand	33-1/3%
All toes of one foot	16-2/3%
Quadriplegia (total paralysis of both upper and lower limbs)	100%
Paraplegia (total paralysis of lower limbs)	100%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	100%
For Loss Of, or Loss Of Use Of	
Arm or leg	75%
Hand or foot	66-2/3%
Both hands or both feet	100%

**EMPLOYEE ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFIT**

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than 100% will be paid for all losses sustained in any one accident.

Loss as above used with reference to:

- quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs;
- hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- arm or leg means complete severance through or above the elbow or knee joint;
- thumb or finger means complete severance through or above the first phalange;
- toes means complete severance of both phalanges of all the toes of one foot;
- eye means the irrecoverable loss of the entire sight thereof;
- speech means complete and irrecoverable loss of the ability to utter intelligible sounds; and
- hearing means complete and irrecoverable loss of hearing in both ears.

Loss of use as above used means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss is determined to be permanent.

Exposure and Disappearance

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If you disappear as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which you were an occupant, accidental death will be deemed to have occurred; provided, there is no evidence within 1 year thereafter that you are still alive.

Limitations

No amount will be paid for a loss that results from or is contributed to by:

- war, whether declared or not;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane;
- active full-time service in the armed forces of any country;
- travelling or flying in, or descending from, any kind of aircraft, as a pilot, operator or member of the crew. However, insurance will include injury sustained while you are riding **as** a passenger with no duties whatsoever, in or on, boarding or alighting from any aircraft having a current and valid air worthiness certificate and piloted by a person who holds a current and valid license to pilot such aircraft, or from any transport type aircraft operated by the transport command of the Canadian Armed Forces Air Transport Command or by the similar Transport Service of any country but excluding while flying in any aircraft owned or operated by the employer.

HEALTH CARE BENEFITS

(See Schedule for Amount)

Calendar Year Deductible

This is the amount of Covered Charges that a covered person must pay before any amount is paid to you by the Administrator. A new deductible will begin each January 1.

Percentage Payable

This is the part of Covered Charges that the Administrator pays after the Calendar Year Deductible is satisfied.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

1. Hospital (within Home Province)

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
 - chiefly provides inpatient medical care of the injured, sick or chronically ill;
 - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
 - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

2. Chronic Care Hospital (Within Home Province)

- A chronic care hospital is a place that:
 - is licensed or approved as an institution (or a distinct part of an institution) which is primarily engaged in providing, for inpatients, skilled nursing care (that meets minimum Provincial regulations) for the chronic care stage of an **injury** or illness; and
 - is approved as a chronic care hospital for payment of the ward rate under the Provincial Health Plan.

3. Ambulance

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air or rail ambulance service subject to prior approval of the Administrator, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent hospital.

4. Out-of-Hospital Nursing

Charges for home nursing care, up to the Benefit Maximum, by a registered nurse (R.N.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

5. Physiotherapy

Charges by a physiotherapist who is registered and legally practising within the scope of his license. No amount will be paid for any visits for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

6. Health Practitioners

Charges, up to the Benefit Maximum by a practitioner who is registered and legally practising within the scope of his license as:

- a psychologist, masseur, chiropractor or speech therapist; or
- an ophthalmologist or optometrist for eye examinations, including refractions.

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

7. Dental Care For Accidental Injury

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered. Treatment must commence within 90 days of the accident and must be completed within 1 year from the date of the accident.

8. Diagnostic Laboratory and X-Ray Expenses

9. Vision Care

Charges for lenses and frames, or for contact lenses, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximum. No amount will be paid for safety or sun glasses, anti-reflective coatings, or for tints other than No. 1 or No. 2 or for amounts in connection with Laser Eye Surgery.

10. Drugs

Charges, in excess of the Pay-Direct Drug Deductible, for drugs prescribed by a licensed doctor (M.D.) or licensed dentist or other professional authorized by provincial legislation to prescribe drugs and dispensed by a registered pharmacist or licensed doctor (M.D.) legally authorized to dispense such drugs, excluding vitamins, contraceptives (other than oral), dietary foods/supplements and common household products such as, but not limited to soap and toothpaste. Also includes sera, Hepatitis B Vaccine, injectables and drugs and supplies required as a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism or heart disease. No amount will be paid for oral drugs to treat erectile dysfunction.

11. Durable Medical Equipment and Supplies

Charges for supplies and the rental of or, at the Administrator's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs (including repairs), canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;
- contact lenses or glasses following cataract surgery (limited to 1 pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

11. Durable Medical Equipment and Supplies (continued)

Before incurring any major expenses you should submit details to the Administrator to determine to what extent benefits are payable. In any event, a letter will be required **from** a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

12. Out-of-Province

Emergency Care

Charges incurred while travelling or vacationing outside the covered person's home Province for periods of not more than 6 weeks (dependent children who are attending school outside Canada are eligible for coverage for each one-year period while attending school), provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan for:
 - a licensed doctor (M.D.);
 - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from the Administrator; and
 - blood, blood products and their transfusion.

12. Out-of-Province (continued)

On Referral

Charges incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by the Administrator, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

- hospital charges for:
 - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
 - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:
 - a licensed doctor (M.D.); and
 - blood, blood products and their transfusion.

13. Hearing Care

Charges for hearing aids, excluding batteries, when recommended by a licensed doctor (M.D.), up to the Benefit ~~Maximum~~.

14. Foot Care

Charges up to the Benefit Maximum for:

orthopedic shoes* (including repairs) and orthotics which have been specially designed and molded for the covered person and are required to correct a diagnosed physical impairment, provided that the following information is supplied

- a diagnosis, including a list of symptoms and the primary complaint;
- a description of the physical findings from the clinical examination;
- a brief description of the abnormal walking pattern associated with the diagnosis; and
- confirmation that the product has been custom-made.

* must be part of a brace

Your orthopedic shoes and orthotics must be prescribed on an annual basis. For information on eligible prescribing and dispensing providers, please contact your Benefits Administrator for a copy of the plan member information sheet provided by Manulife Financial.

Limitations

No amount will be paid for care, services or supplies:

- for drugs, sera, or injectable drugs when administered in a hospital setting, whether administered on **an** inpatient or outpatient basis, except as provided under Out-of-Province;
- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a **riot** or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission **of**, or attempt to commit, an assault or a criminal offence.

Extension of Benefits

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 1 year from the date of disability for employees receiving Workers' Compensation Benefits; or
- 45 weeks for employees receiving Weekly Disability Benefits; or
- 3 months for Hospital Care Benefits for employees who are not receiving Workers' Compensation or Weekly Disability Benefits; and
- 1 year for all other Health Care Benefits for employees who are not receiving Workers' Compensation or Weekly Disability Benefits.

Totally Disabled means:

- for an employee, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

DENTAL CARE BENEFITS

(See Schedule for Amount)

Percentage Payable

This is the part of Covered Charges that the Administrator pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

Routine Care

Charges **up** to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- consultations;
- periodontal scaling and root planing but not more than once every 6 months for children under age 13 (unlimited for any other covered person);
- occlusal equilibration;
- topical application of sodium or stannous fluoride;
- dental x-rays (including temporomandibular joint x-rays);
- fillings (including white fillings on molars);
- oral hygiene instruction once every 6 months;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;

Routine Care (continued)

- pit and fissure sealants for dependent children under age 18 only;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- occlusal guards in connection with periodontal treatment or bruxism;
- periodontic treatment for disease of the bone and *gums* of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Dentures

Charges up to the Benefit **Maximum** for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth;
- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable denture, if it:
 - was installed at least 5 years before and cannot be made serviceable; or
 - is a temporary full denture which replaces 1 or more natural teeth and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and
- addition of teeth to **an** existing partial denture, if required to replace 1 or more natural teeth.

Crowns and Bridgework

Charges up to the Benefit Maximum for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth; and
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable.

Orthodontics

Charges for dependent children under age 18 up to the Benefit Maximum for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Other Practitioners

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

Other Practitioners (continued)

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Reasonable and customary charges by **an** anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

Alternative Services

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

Predetermination of Benefits

If charges for a planned course of treatment by **a** licensed dentist would exceed \$500, proposed details and x-rays should be submitted to the Administrator for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- space maintainers including all stainless steel crowns;
- nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after termination of coverage for any other reason;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
- replacement of a lost or stolen prosthesis.

**COORDINATION OF BENEFITS
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, the Administrator may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or

**COORDINATION OF BENEFITS (continued)
(HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

- pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be benefits paid and, to the extent of such payments, will fully discharge the Administrator from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both **an** allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

CLAIM PROVISIONS

How to Claim

For pay direct drug claims with a “participating” pharmacy, you need only pay the Pay Direct Drugs Deductible to the pharmacy; the pharmacy and the Administrator will settle the claim without involving you.

Claim forms, for claims other than pay direct drug claims with a “participating” pharmacy, are available from your Employer. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to the Administrator.

For Health Care Benefits, do not submit a claim until the amount of Covered Charges exceeds the amount of any Calendar Year Deductible.

At the Administrator’s option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

Beneficiary

For employee death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the headquarters of the Contractholder; or
- Manulife Financial’s Head Office;

to take effect as of the date such request was executed, but without prejudice to Manulife Financial for any payments made before such request is received at its Head Office.

CLAIM PROVISIONS

Proof of Loss

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to Manulife Financial within:

- 90 days after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the employee ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance Benefits; and
- 90 days after the date of the loss for Accidental Death and Dismemberment Benefits;

or to the Administrator while the Benefit is in force and by the end of the calendar year following the year in which the expense was incurred, but not more than 90 days after the date coverage for the employee terminates for Health and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

The Administrator shall have the right and opportunity to examine any person whose **injury** or illness is the basis of claim, when and **as** often as it may reasonably require during the pendency and payment period, if any, of such claim.

The Health Care and Dental Benefits described in this booklet is/are not insured but is/are payable from the funds of your Employer/Trustees. Manulife Financial, however, will administer all benefit payments.

The benefits described under this plan may be revised from time to time or discontinued. Detailed information about benefits or other provisions of the contract(s) or copies of those provisions may be obtained from your Employer.

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