

Collective Agreement

Between

Dana-Long Manufacturing Ltd
Mississauga, Ont

and

The National Automobile, Aerospace,
Transportation and General Workers Union of
Canada
Local 1285

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ARTICLE 1
PURPOSE

The purpose of this agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2
NO DISCRIMINATION

2.01(a)

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. There shall be no discrimination, interference, restraint, or coercion by the Employer or the Union or its members against any employee because of race, creed, colour, nationality, ancestry, sex, sexual orientation, age, place **of** origin, disability, or membership in the Union in accordance with the Ontario Human Rights Code.

2.01 (b)

Workplace Harassment:

- i) Every employee has the right to work in a workplace free from discrimination or harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This policy and procedure outlines the commitment of Dana Long Manufacturing to ensure a harassment-free workplace as required under the Ontario Human Rights Code and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at Dana Long Manufacturing. Employees who feel that they are being harassed are encouraged to seek protection under this policy.

ii) Workplace Harassment Defined:

Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: sex, disability, race, colour, sexual orientation or other grounds prohibited under the Ontario Human Rights Code. At Dana Long Manufacturing, all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, lunchrooms, locker rooms, conference *or* training rooms and parking lots.

Workplace harassment includes, but is not limited **to**, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another’s body, attire, sex, disability, racial or ethnic background, sexual orientation, etc. which causes awkwardness *or* embarrassment.

- Displaying visual of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Sexual solicitation or advance made with implied reprisals if rejected.
- Refusing to work or share facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

iii) What Harassment is Not:

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in this organization.

iv) Filing a Complaint

If an employee believes that s/he has been harassed, that employee should:

- Tell the alleged harasser(s) to stop;
- Document the event(s) complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should

- Immediately report the harassment to the employees Committeeperson and/or Supervisor, or to the Human Resources Manager.

v) The Investigation

The following procedure will apply to all complaints requiring investigation:

The person receiving the complaint will advise the plant HR Manager, or such higher authority as may be appropriate (e.g. the Plant Manager, the Operations Director or the Division HR Director), who will arrange an interview with the complainant as soon as possible. This interview and subsequent investigation will be carried out jointly by the Union and the Company. The investigation team, if possible, will be comprised of at least one woman, whenever the complaint is sexual in nature.

The investigation will include interviews of the complainant, the alleged harasser(s) and any witnesses. The Committee Chairperson of the employee being interviewed will be present during the interview. Interviewing time and location will recognize the need to maintain confidentiality.

The investigation team will inform the complainant promptly as to the results of the investigation and the appropriate actions that have been or will be taken.

The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only the persons with a need to know will be informed.

Confidential records of the investigation including interviews, evidence and the outcome to the complaint will be maintained in the office of the Division HR Director.

vi) Resolution of the Complaint

If a harassment complaint is proven valid, appropriate corrective action, will be taken against the offending employee.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the plant HR Manager in consultation with the Committee Chairperson will attempt to resolve the conflict in a manner that is agreeable to all parties.

If it is determined that the complaint has no validity and was, in fact, lodged with malicious intent, the initiator of the complaint may be subject to appropriate corrective action.

- vii) This policy and procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the Union and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.
- viii) The Union shall hold harmless the Company against any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint. Where there is a mutually acceptable resolution, the parties agree that disciplinary/dismissal grievances may be filed on behalf of the individual(s) alleged to have engaged in harassment.

ARTICLE 3 RECOGNITION

3.01(a)

The company recognizes the Union as the sole and exclusive bargaining agent for all the employees of Long Manufacturing Ltd. at its plant in Mississauga, Ontario save and except **foreperson**, persons above the rank of **forepersons**, office and sales staff. This Agreement is entered into pursuant to a Certificate of the Ontario Labour Relations Board dated the 22nd day of June, 1976

3.01(b)

Employees excluded from the bargaining unit in article 3.01 (a) of the Collective Agreement may not perform work normally performed by the bargaining unit employees, however, it is recognized that in the normal performance of their duties, Supervisors may, on occasion perform work in case of emergency, investigation, experimentation, or instruction. On the occasions mentioned above, the Company will immediately inform the Union of such occurrences.

ARTICLE 4
UNION DUES AND UNION MEMBERSHIP

4.01

An employee who is a member of the Union on the effective date of this Agreement, or who thereafter becomes a member, shall continue membership in the Union for the duration of the Agreement as a condition of continued employment.

4.02

Each employee hired shall become a member of the Union following his/her hiring as a condition of continued employment.

4.03

There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of his/her membership in the Union. The Union, its members and /or agents shall not intimidate or coerce, or attempt to intimidate or coerce, any employee in respect of his/her right to employment or in respect to Union activity or membership and further, there shall be no solicitation of employee for Union membership or dues on Company time.

4.04

The Company will deduct from the pay of each new employee the monthly dues, initiation fees and other assessments and dues authorized by the constitution of the Union or the by-laws of the Local.

4.05

Effective March 2, 1997 the Company shall deduct weekly from the pay of each member of the bargaining unit such Union dues, fees and assessments as authorized by the constitution of the Union. It shall be a condition of remaining in the employment of the Company that such employee authorizes the Company to make such deduction.

4.06

All **sums** deducted as above together with a record of those from who pay deductions have been made, their classifications, their addresses and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the Local by the 10th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.

4.07

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

4.08

Any employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and by-laws of the Union. Except as

otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any condition or provision of Section 4.01 to 4.08, inclusive shall be a matter for the grievance procedure and shall be submitted direct to the arbitrator.

4.09

Union dues will be shown on the Canadian Government Income ~~Tax~~ T4 slip.

ARTICLE 5 STRIKES AND LOCKOUTS

5.01

During the term of this Agreement there shall be no lockout by the Company, nor strike by the Union as defined by the Labour Relations Act for the Province of Ontario.

ARTICLE 6 RESERVATION OF MANAGEMENT RIGHTS

6.01

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

- (a) maintain order, discipline and efficiency; hire, discharge, classify, transfer, promote, demote, suspend, lay ~~off~~ and discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion, suspension or transfer or that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided:
- (b) generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number or ~~location~~ of plants, the products to be manufactured, methods of manufacturing and assembling, schedules of production, kinds and locations of machines and tools to be used, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced.
- (c) establish reasonable rules and regulations covering the operation of its business. The Company agrees to notify the Union and employees of any changes prior to implementation and apply all rules and regulations in a consistent manner.

6.02

The Company agrees that its exclusive functions as provided by this Agreement shall be exercised in a manner consistent with all provisions of the Agreement.

ARTICLE 7 UNION REPRESENTATION

7.01

- (a) The Union **will elect** and the Company will recognize one bargaining committee of four employees, one of whom will be the Chairperson. The Chairperson will be assigned to the day shift only and one Committeeperson will be assigned to each shift. Matters pertaining to the interpretation, application and administration of the Agreement and disputes over such matters shall be discussed and adjusted by the Company and the Shop Committee as provided for in this Agreement.
- (b) During the absence from the Plant of the Chairperson, the Company will recognize the day shift Committeeperson as the Chairperson and during the absence of either the afternoon Committeeperson or the midnight Committeeperson, the Company will recognize his/her designated alternate as Committeeperson.

7.02

A Committeeperson shall be **elected** by the Union on each of the afternoon and midnight shifts.

7.03

The Company shall be kept informed in writing of the name of each member of the Shop Committee.

7.04

A Committeeperson shall be permitted the necessary time during working hours without **loss** of pay to perform the functions provided by the Agreement for the settlement of a complaint or grievance. He/she shall not leave his/her work except as provided by this Agreement, and only with permission of and after having informed his/her production Supervisor as to his/her destination and the general nature of the business. Supervisors will make reasonable efforts to expedite the Committeeperson's request and such permission shall not be unduly withheld.

7.05

When supervision calls one (1) or more of the members of the committee for discussion, the Company shall pay them for the time so spent at their hourly rate, including overtime.

7.06

- (a) The Chairperson of the Bargaining Committee shall be known as the full-time Chairperson. His/her position is that of a full time employee in the plant working for the purpose of administering the Agreement in cooperation with the Committeepersons and the Company. The Chairperson shall be allowed access to and from the Company's operations in the performance of her/his duties.

The Union Chairperson will be paid the highest pay within the Bargaining Unit, **plus** all general increases occurring during the term of the Collective Agreement. The Chairperson will be allowed such time as might be required to deal with Union business which arises during such overtime hours, **as** approved by the Supervisor.

- (b) When the Chairperson ceases to hold office, s/he shall provide the Company with two **(2)** weeks written notice. This notice period will serve as a two **(2)** week transition period. Following this time the outgoing Chairperson will be returned, consistent with his/her seniority, to the classification, shift and the department **she** was employed at the time of her/his election as Chairperson, or to a job classification embracing comparable job duties to that which s/he held prior

to his/her election. During such transition period, the outgoing Chairperson shall receive the rate of **the Chairperson until such time s/he returns to their designated classification.**

ARTICLE 8 GRIEVANCE PROCEDURE

8.01

- (a) The parties hereto desire that every complaint, grievance or dispute shall be dealt with as quickly as possible and that adjustment of every complaint grievance or dispute shall be made promptly.
- (b) It is agreed and understood that the Company may refuse to consider any grievance of alleged circumstances which originated or occurred more than five (5) working days prior to the presentation of the grievance and shall not be dealt with further under the grievance procedure.

COMPLAINT PROCEDURE

8.02

An employee who has a complaint shall first discuss it with his/her supervisor, either alone or with his/her Committeeperson with a view to prompt and fair adjustment

GRIEVANCE PROCEDURE

8.03

Step 1: If satisfactory settlement cannot be reached within two (2) working days the matter may be submitted in writing on a standard grievance form (supplied by the Company) by the grievor and his/her Committeeperson and submitted to the Supervisor by the Committeeperson within a further two (2) working days with such discussion as may be necessary. The Supervisor shall record hisher decision on the form and return it to the Committeeperson within a further two (2) working days. All settlements at the first step will be without precedent or prejudice to the future position of either party.

8.04

Step 2: If the answer of the supervisor is not acceptable, the grievance may be referred by the Shop Committee to Management within two (2) working days following the answer in Clause 8.03. The Shop Committee shall meet and discuss the grievance with representative(s) of Management; such meeting to be held within five (5) working days after notice has been given. At this meeting a representative(s) of the Union may be present if either party so requests. Within five (5) working days after such discussion a Company representative shall present the Company's final decision in writing to the Shop Committee. If the decision is still unsatisfactory to the Union, the grievance may then be submitted to arbitration. At any time after Step 2 and prior to arbitration, if either party believe it will be beneficial, then the National Representative and the Plant Manager or his/her delegate shall meet to try and resolve the grievance.

8.05

The Union or the Company may submit as a policy grievance any difference between the parties arising from the interpretation, administration or alleged violation of this Agreement. Such policy grievance shall be processed beginning with Clause 8.04 and if the Agreement is alleged to have been violated shall specify the section or sections.

8.06

- (a) The time allowance in the above sections may be extended by mutual agreement.
- (b) If the time allowance or any mutually agreed upon extension is not observed by the Company or the Union, the grievance will be considered as advanced to the next step of the grievance procedure, including arbitration.

8.07

It is understood that **at** any stage of the grievance procedure the aggrieved employee(s) (maximum of two) may be present or may be required to attend by either party.

8.08

In disposing of the grievance of an employee, his/her record with the Company prior to one (1) year before the filing of the grievance shall not be referred to nor used against him/her by the Company.

8.09

Notwithstanding anything contained elsewhere in this Agreement, no grievance shall be lodged or prosecuted against the termination of employment by the Company of

a probationary employee unless the employee has completed forty-five (45) days of work and alleges that his/her discharge is not for cause, or unless the employee alleges that he/she has been discriminated against in such termination of employment by reason of Union activity, and the umpire shall not reverse his/her termination of employment on any other ground. This shall not prevent a probationary from lodging a grievance on any other working condition.

ARTICLE 9 DISCIPLINE, SUSPENSION, DISMISSAL

9.01

The Company will meet with the Union before discharging or suspending an employee who has completed forty-five **(45)** days of work; and where reasonably practical, notify the employee as soon as possible. A claim by an employee that he/she has been unjustly dismissed, suspended or disciplined shall be treated as a grievance if a written statement of such grievance **is** lodged with the Company's representative by the Plant Committee within three **(3)** working days after the dismissal, discipline or suspension. Such grievance shall be dealt with as outlined in Clause 8.04.

The Company agrees to make a decision regarding appropriate corrective discipline or dismissal within five (5) days of becoming aware of a situation that may give rise to disciplinary action. The five (5) day time period may be extended by

mutual consent of the Union and the Company.
If the Company does not make a decision as described above, no discipline can be rendered.

9.02

Such special grievance may be settled under the grievance or arbitration procedure by any arrangement which may be deemed just and equitable in the opinion of the parties or of an arbitrator.

9.03

A dismissed or suspended employee shall be permitted, prior to leaving the plant, consultation with his/her Committeeperson at a place on the Company premises as designated **by** the Company. **In** situations where there is potential volatility and the Company is unable to notify the Union of a suspension, the Company will send the employee home with pay, pending Union notification and/or investigation. The intent is to defuse a volatile situation and not place any employee at risk.

9.04

An employee who is to be reprimanded or disciplined shall have his/her Union Representative present at the time of the reprimand or discipline. The employee who is to be reprimanded or disciplined shall have the option to decline Union Representation **for only verbal and written warnings.**

Disciplinary action will be done **in the front office,**

ARTICLE 10 ARBITRATION

10.01

Any matter arising from the interpretation, application, administration or alleged violation of this Agreement may be submitted to arbitration.

10.02

A dispute concerning the meaning or violation of this Agreement (after exhaustion of the grievance procedure provided herein) may within ten (10) working days after Management's decision thereon be referred to an impartial arbitrator to be selected by the two parties to the dispute, or if such parties fail to select the arbitrator within ten **(10)** working days, then to an impartial arbitrator selected by the Minister of Labour of the Province of Ontario.

The arbitrator may modify or set aside any penalty by the Company relating to the grievance then before him/her.

10.03

The arbitrator shall not make any decision inconsistent with the provision of this Agreement, nor shall it alter, modify or amend any part of this Agreement.

10.04

The decision of the arbitrator shall be final and binding upon the parties hereto, and upon any employee concerned in or affected by said decision.

10.05

Expense of the arbitrator shall be borne in equal share by the Company and the Union. The shares will be paid direct to the arbitrator by each party.

10.06

All reasonable arrangements will be made to permit the arbitrator to have access to the plant to view the disputed operations **and** to confer with the necessary witnesses.

10.07

An employee appearing before the arbitrator on the hearing of his/her appeal shall be paid by the Company, at his/her hourly rate, for such time so expended by him/her at the hearings which may be certified by the arbitrator to have been reasonably necessary for the purpose of such hearing.

MEETINGS AND CONFERENCES

Meetings between the Union plant committee and representatives of the Company will be held when requested by either party upon forty-eight (**48**) hours notice and the submission of a written agenda. The Company will keep the minutes of these meetings and will give a copy to the Union within ten (10) working days of the meeting for discussion and before posting. National Representative(s) and/or the President of the Local may be present at these meetings.

ARTICLE 11 PROBATION

11.01

A new employee will be considered a probationary employee until he/she has worked a total of forty-five (**45**) work days in any consecutive twelve month period, and

during the probationary period will be entitled to no seniority and may be dismissed or laid-off at the discretion of the Company, subject to 8.09 above. The employee's seniority will date from forty-five **(45)** working days prior to the completion of the probationary period.

11.02

New hires will be assigned to a shift no later than forty-five (45) work days following their first day of work.

11.03

The Committeeperson on each shift may provide input to the supervisor on each probationary employee. In the event of the termination of a probationary employee, the Union will be notified.

ARTICLE 12

SENIORITY

12.01

Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on the length of continuous service with the Company.

12.02

An employee shall lose his/her seniority and his/her service shall be considered as terminated for the following reasons:

- (a) If the employee quits. The Company will notify the Chairperson in writing.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is absent from work for more than three (3) consecutive working days without having provided a reasonable explanation to the Company.
- (d) If the employee fails to report on the next day after expiration of his/her leave of absence unless failure to report is due to accident, illness or other emergency beyond reasonable control of the employee.
- (e) If the employee fails to advise the Company within three (3) working days of his/her intention to return to work, or if he/she fails to return to work within five (5) working days following receipt of notification of his/her recall by registered mail or telegram to his/her last known address.

When an employee is notified of a layoff the Company will supply him/her with a change of address form.

- (f) **If** an employee has less than six-(6) month's seniority and is on continuous layoff for more than *six* (6) months from the date of layoff.

If an employee has more than six (6) months seniority and is on continuous layoff for a period of five (5) years from the date of layoff.

12.03

Each month the Company will furnish the Union with, and post on bulletin board(s), **an up to** date seniority list.

ARTICLE 13
LAYOFF AND RECALL

13.01

LAYOFF

(a) A layoff of employees shall be made on the basis of the plant wide seniority list provided the Company can maintain a work force who are willing and able to satisfactorily perform the work available.

(b) It is understood that affected employees exercising their seniority under 13.01 (a) will do so as follows:

1. Bump most junior person within the classification on the same shift of the affected employee;

If the employee does not have sufficient seniority to bump as per the above, the employee will exercise one of the following options of their choice:

2. Bump most junior person within the classification regardless of shift, or;
3. Bump most junior person in a lower classification on the shift, or;

4. Bump most junior person regardless of classification and shift;
in any case, the affected employee exercising a bump will have greater seniority than the employee being displaced.

- (c) Notwithstanding the other seniority provision so long as other employees remain at work, the plant Chairperson (**as defined in 7.06a**) and the Committeepersons defined in article 7.01 (a) shall, for the purpose of representation be retained at **work** providing that he/she is willing and able to do the work available and provided the shift which the Committeeperson represents is still running.

13.02

TEMPORARY LAYOFF

1. Temporary layoffs, not to exceed the employees next regular shift due to manufacturing and business irregularities and/or production difficulties may be made by the Company. This provision shall not be applied to any employee in excess of eight (8) working days within any twelve-(12) month period.

2. The Company will not unreasonably apply this privilege; and when employees have reported for work they are guaranteed four (4) hours work or four (4) hours pay at their regular rate for that shift provided in 19.07.
3. The Company will ask for volunteers before exercising the temporary layoff and will endeavor to select the most senior of those employees who volunteer. Those employees who volunteer under this provision will be guaranteed four (~~4~~) hours pay as provided for in 13.02 (1).
4. Should further temporary layoffs be required, the Company will layoff in reverse order of seniority, by classification, on the shift or shifts affected.

13.02B

Voluntary Temporary Inverse Layoff

During temporary layoffs of one week or more (max 13 weeks) the process of layoff by inverse seniority will be applied after all probationary employees and students have been laid off. The Company will determine the length of the layoff.

Prior to the layoff by standard procedures the company will solicit from the affected classification, volunteers to accept the layoff. These volunteers will be then laid off in order of seniority.

Employees laid off under inverse seniority language to have their healthcare (major medical, prescription drugs, life insurance, ADD, dental) for up to 90 days following date of layoff.

In a circumstance where recalls are necessary prior to the conclusion of the temporary period employees will be recalled in reverse order of seniority prior to standard recall procedures.

Employees who are laid off on temporary inverse procedure will return to work at a maximum 13 weeks unless recalled by the company within that time.

13.03

The Company shall notify the Union of all pending layoffs. The Company will provide the Union with a list, in writing, of all employees to be laid off as soon as the names are available.

13.04

RECALL

When the work becomes available, employees on layoff shall be recalled to work in accordance with their seniority on the seniority list in the reverse order of layoff, provided they are able and willing to satisfactorily perform the work available. If an employee refuses this recall it shall be considered that he/she has terminated his/her services with the Company except in the case of a recall which is of a known temporary duration to a maximum of thirty (30) working days.

ARTICLE 14 TRANSFERS AND JOB POSTINGS

14.01

- (a) Subject to Job Posting, when an employee is transferred from one classification to another classification he/she shall incur no **loss** of seniority and shall be paid his/her own rate except that an employee who performs the work of a higher rated classification will be paid the higher of their current rate or the top rate of the classification for all such hours. Additionally, when an employee is transferred at his/her own request then he/she shall be paid the rate for that job.

In addition, any and all general housekeeping duties as assigned by the Company are not subject to the provisions of this clause.

- (b) An employee may be temporarily transferred at the request of the Company for a period less than twenty eight (28) calendar days which period may be extended by mutual agreement of the employee, the Union and the Company. The Company shall notify the Union of temporary transfers in excess of three (3) working days in writing. This provision will not be used to circumvent job posting.
- (c) An employee will receive a response for temporary transfer requests within 7 working days of request.**

14.02

- (a) The senior applicant who has the ability to do the work will be awarded the transfer or promotion to a vacancy or a new job.

Transfers or promotions to a vacancy or new job in the following classifications:

- Millwright
- Electrician
- Tool and **Die** Maker,

will be based primarily on the basic qualifications and the ability to do the work, but when these are relatively equal, seniority will govern.

- (b) When a permanent opening in the bargaining unit occurs, the job shall be posted by the Company for forty-eight **(48)** hours. A posted job will be awarded within fourteen (14) calendar days of the completion of the posting period and the name of the successful applicant will be posted within one (1) week of the job being awarded. Successful applicants will be transferred no later than twenty-eight (28) days following awarding of the job. An employee transferred into a posted job will be paid the top rate of the new job and shall take their full seniority.

- (c) Employees on all leaves of absence shall be allowed to submit in writing their interest in a job posting to the Human Resource Department prior to the closing of the job posting. The successful applicant will be required to be back in the plant and ready and able to perform the work not later than five **(5)** working days following the date that the posting is awarded. If the employee is unable to fulfill the terms of this section, the Company will use the original posting.

- (d) (i) **An** employee who applies for and receives a job under article 14.02 (b) and after he/she has been awarded the job shall not be eligible to apply for another job posting for a period of three (3) months from the date of the award to fill another job which has been posted. If no seniority employees apply for the posted job it may be awarded to a probationary employee who applies for and is able and willing to do the **work**.
- (ii) The three month provision in 14.02 (d) (i) may be waived by mutual agreement between the Company and the Union.
- (e) **A** probationary employee who applies for a job posting must be in active full-time employment at the time of the job posting in order to be eligible for consideration for that opening.
- (f) If a job vacancy occurs within three (3) months from the date of an employee's involuntary transfer to another shift/classification, the employee will be transferred back to their previous shift/classification with no requirement for a job posting. This period may be extended by **mutual** agreement between the Company and the Union.

- (g) Should the successful applicant be unable to perform the necessary tasks of the job within sixty (60) working days, that employee will be returned, consistent with his/her seniority, to the classification, shift and the department s/he was employed prior to the transfer or to a job classification embracing comparable job duties. If there is no available job, then s/he will displace the junior person in the plant provided that she is able to perform the work required.

It is understood that for certain jobs, the Company may extend the period for demonstrating task performance by up to ten (10) working days.

14.03

- (a) If a new employee is hired for a non-bargaining unit position and then transferred to a job within the bargaining unit, he/she shall start as a new employee without seniority and will take the available job in the plant, subject to Job Posting.

- (b) **If an employee in the bargaining unit is transferred to a non-bargaining position and subsequently is transferred back to the bargaining unit within forty-five (45) days of work, he/she will retain his/her seniority while in such position. However, his/her total seniority shall be used for all fringe benefits.**

ARTICLE 15 LEAVE OF ABSENCE

15.01

The Company will grant leave of absence without pay or loss of seniority for the following reasons:

PERSONAL

- (a) Up to thirty (30) days for legitimate personal reasons (including arrest and/or imprisonment). (Up to sixty (60) days in the case of pre-trial incarceration) with due regard for production requirements. Applications for such leave of absence shall be requested in writing prior to the commencement of such leave (or verbally if made within one (1) working day from the date of incarceration by the employee, immediate family member or Union representative). The Company will notify the employee in writing of the reasons for refusing a leave of absence. **A copy of all responses to leave of absence and vacation requests shall be given to the employee**

and the Union. The company will reply to a request for leave of absence and vacation requests within ten (10) working days of submission in writing. Written receipt must be given to employee at time of submission.

(a) MEDICAL

(b) Due to illness or accident upon presentation of satisfactory medical evidence from a qualified medical practitioner. It is understood that such leave of absence will be granted where the employee is able to provide satisfactory medical evidence justifying the continuation of total absence from work.

UNION

(c) Leave of absence with accumulation of seniority will be granted upon application to any employee with seniority, elected or appointed to an office in the National Union or Local thereof, during the term of said office, and to other employees for the time necessarily expended while going to, attending and returning from the regular sessions of a convention of the National Union or other Union or Local meetings as a delegate or representative, provided however that leave of absence shall not be granted to more than two (2) employees for attendance at any such convention or meeting and provided that such leaves do not materially

interfere with production. Prior notification is required for consideration of such leave.

MATERNITY

- (d) An employee who becomes pregnant shall be granted a leave of absence consistent with legislation. Such an employee will be required to begin such leave at a time when her own physician so decides and failing such decision by him/her, then at a time decided upon by the Company's physician. Employees on leave of absence for pregnancy and confinement shall retain and accumulate seniority. For employees on pregnancy leave, Insurance Benefits will continue to the end of the month in which the leave of absence ends.

BEREAVEMENT ALLOWANCE

15.01

- (e) (i) When bereavement occurs in the immediate family of the employee, the employee shall be allowed such time as may reasonably be needed from the date of death, and will be paid his/her basic straight time hourly rate for five (5) regularly scheduled work days, for spouse, daughter, son, stepchildren, father and mother, or, three (3) regularly scheduled work days for father-in-law,

mother-in-law, stepparents, brother, sister, grandparents, grandchildren or grandparents of the employee's spouse.

- (ii) In the event of the death of a brother-in-law or sister-in-law, an employee will be paid his/her basic straight time hourly rate for one (1) regular scheduled workday for the day of the funeral.
- (iii) Where the Company requires proof of death, payment will be made and deducted from the third pay cheque following the absence if proof of death has not been submitted by that time. It is understood that for purposes of this Article or unless otherwise agreed by the Company and the Union, regularly scheduled work days excludes Saturday or Sunday.

JURY DUTY AND CROWN WITNESS

15.01

- (f) Employees required to serve on jury duty and employees who attend Court as a subpoenaed witness (excluding OLRB or arbitration matters) shall be paid the difference between the straight time rate they would have *earned* and the amount they receive for jury duty or witness *fee*, as the case may be. The employee must present proof of each service and the amount of pay received from the Court.

PUBLIC OFFICE

15.01

- (g) An employee who has seniority and is appointed or elected to Public Office will be granted unpaid leave of absence covering the term of office. The request must be in writing and submitted to the Company at least two (2) weeks prior to the commencement of their term. This leave will be extended if the employee is successfully re-elected to a consecutive term. Such leave will be with accrual of seniority for the term of public office. The employee will provide the Company with two (2) weeks written notice of their return to work. S/he shall be returned consistent with his/her seniority to the shift and job classification or job classification embracing comparable job duties to that which s/he had prior to Leave of Absence, providing such return does not result in the lay-off of bumping of an employee holding greater seniority.

15.02

All insurances with the exception of Sickness and Accident coverage will be continued in force at the expense of the Company in the event of a personal leave of absence for the month following the calendar month in which the leave of absence occurs.

ARTICLE 16 POSTING NOTICES

16.01

The Union shall be permitted to use designated bulletin boards for the posting of notices and announcements of official business. All such notices and announcements must have the prior approval of the Company before being posted. The Company will give and install two locked bulletin boards for Union notices.

ARTICLE 17 HEALTH AND SAFETY

17.01

- (a) Regardless of the number of employees, there will be a Joint Health and Safety Committee. The Joint Health and Safety Committee will comply with the

regulations and provide the amenities required by the Occupational Health and Safety Act as it reads presently and as it may be amended during the time this Collective Agreement remains in effect. The Company will supply members of the Joint Health and Safety Committee with current MSDS and updates as they occur.

The Joint Health and Safety Committee is to consist of three representatives as appointed from the bargaining unit and three members of Management. The three bargaining unit employees will be appointed one from each shift. In the event there is a reduction in shifts, the three appointed members of the Joint Health and Safety Committee will continue as the health and safety representatives.

- (b) The Company agrees that the first three (3) Union members of the Joint Health and Safety Committee will complete health and safety certified worker training by April 1995. All such certification training for the Union members of the Committee will be conducted by the Workers Health and Safety Center.

The Company will pay the full cost of the training including lost time, course fees and materials and will reimburse for meals and travel expenses not paid directly by the Company.

Certification training will comply with the Occupational Health and Safety Act.

After initial training there will be at least one (1) Union and one (1) Management member of the Committee who are certified workers.

- (c) The Company agrees to maintain adequate sanitary facilities throughout the plant. It further agrees to make reasonable provisions for the protection and safety of its employees during the hours of their employment. The Union agrees to assist the Company in enforcing all safety and health regulations.
- (d) Employees who are injured at work and are sent home or to a hospital or a doctor because of such injury and are unable to return to work will be paid for the balance of the shift at their hourly rate including overtime which the employee would have otherwise earned on that day. If a first aid attendant is required to accompany an employee from the facility, one will be provided.

HOT WEATHER PLAN

- (e) In the event that the WGBT instrument reads 26.7°C, a five (5) minute heat break will be added to the first break. A ten (10) minute separate break will be added to the workday and a five (5) minute break will be added to last break per shift.

These will be over and above regularly scheduled breaks.

In the event that the WGBT instrument reads 30°C, a work break of ten (10) minutes per hour will be added to the workday. This is over and above lunch break.

The Company understands that the health and safety of the workforce is of number one importance and will make every effort with clean water, Gatorade, etc. to maintain health in hot weather.

The heat relief is provided during hours between breaks, not break/lunch hours.

The times of these additional breaks will be set by the Production Manager, Health and Safety Committee Co-chair and the Committeeperson.

PLANT SAFETY GLASSES

- (f) The Company will provide plant safety glasses at no cost to an employee on his/her first day of employment and replacement safety glasses at no cost to an employee, due to job related damage and use.

PRESCRIPTION SAFETY GLASSES

- (g) Prescription safety glasses will be provided to an employee following the completion of his/her probationary period and lenses may only be changed every one (1) year upon presentation of a specialist's or opticians order. During his/her probationary period the company will not provide prescription **glasses** but will provide "cover-ups." The Company will replace or repair prescription safety glasses due to job related damage.

SAFETY SHOES

- (h) The Company will provide an allowance as set out below to each employee who purchases certified safety shoes or boots for wear at work. The allowance will only be paid once during each contract year. The employee must provide a bonafide receipt when requesting the safety shoe allowance.

Effective March 1, 2003	\$ 95.00
Effective March 1, 2004	\$105.00
Effective March 1, 2005	\$115.00

An account for Long-Mississauga employees will be set up through ISECO, Collins and Marks Work Warehouse whereby employees may purchase safety shoes for work.

Process Operators, Process Backup Operators, Millwright, Press Set Up Utility and Material Handlers will receive reimbursement twice per contract year.

- (i) Whenever it is deemed necessary by the Company employees will be provided with protective clothing. Currently, applicable gloves are supplied to all employees. Process Operators are supplied with coats, and masks **and rubber boots**. Maintenance Utility and Electrician employees are supplied with coveralls and

and gel knee pads. Tool & Die Machinist and Press Set-up (Die Setters) are provided with coats, and Welders with glasses, aprons and helmets. As current supplies of coveralls/coats for Maintenance Utility and Electricians are replaced, the employees will be allowed a choice of coveralls or coats up to a five **(5)** set maximum. All other employees will be supplied with aprons upon request at no cost to the employee.

- (j) An employee who is physically or mentally disabled will be accommodated with the Return to Work Policy and the provision of the Ontario Human Rights Code or where there has been no absence, consistent with the provisions of the Ontario Human Rights Code.
- (k) The Company will provide employees with their employee copy of the Workplace Safety and Insurance Board Form 7 **and any attachments.**

ARTICLE 18 HOURS OF WORK

18.01

The normal work week shall consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

18.02

In accordance with Section 18.01 of this agreement the day shift of work for a single shift will be between 7:00 a.m. and 4:30 p.m., the shift hours for a double shift will be 7:00 a.m. to 3:30 p.m., and the afternoon shift will be 3:30 p.m. to midnight.

In the event that three shifts are scheduled then the hours of work will be:

7:00 a.m. to 3:00 p.m. for day shift

3:00 p.m. to 11:00 p.m. for afternoon shift

11:00 p.m. to 7:00 a.m. for midnight shift

Shift for the purpose of this article must consist of a minimum of five employees before it is to be considered as a shift.

While the three shifts are in operation, each shift will have a twenty-minute paid lunch break.

Hours of work for material handling, receiving and shipping may be between 8:00 a.m. to 4:30 p.m. Any exception to the above mentioned shifts and hours of work affecting the full shift involved will be discussed with the Union and agreed to by both parties.

18.03

New hires will be assigned to a shift no later than thirty (30) calendar days following their first day of work.

18.04

The Company will grant a ten(10) minute rest period during each half shift. The Company shall grant a five (5) minute rest period to each employee who works in excess of one (1) hour overtime beyond the end of his/her regular shift and at the Company's discretion, may be taken within fifteen (15) minutes of the end of his/her regular shift or prior to the end of the first fifteen (15) minutes of his/her overtime period.

18.05

This article is not to be interpreted as a guarantee of hours of days of work.

ARTICLE 19 OVERTIME

19.01

The Company will distribute overtime as fairly as possible among those employees who normally perform the work requiring overtime provided that employees have been offered overtime assignments will be considered as having performed work for the purpose of equal distribution.

19.02

Overtime will be on a voluntary basis and will be equitably distributed among employees normally performing the work. When reasonably practical at least two (2) days notice of overtime will be given.

When a posting is used to canvas for overtime, the posting must remain clearly displayed for a minimum of twenty-four (24) hours.

All classifications required for overtime will be listed on the overtime posting and those volunteering for overtime must sign.

The successful applicants for overtime will be posted by the end of their regular shift Thursday for Saturday scheduled

overtime, and by the end of their regular shift Friday for Sunday overtime. A copy of approved posted overtime will be provided to the Union Chairperson upon request.

19.03

The Company will maintain a record of overtime in accordance with 19.01 and 19.02 above by classification and employee seniority. The Union Committee will have access to these records upon request through the Supervisor. Any dispute arising out of the inequitable distribution of overtime shall be subject to the Grievance Procedure. An up to date record of overtime hours will be posted on the bulletin board weekly and a copy will be given to the Union Chairperson.

19.04

- (a) In the event of overtime work, the Committee person on the day shift and the Committee person on the afternoon shift or night shift shall be continued at work provided the Committee person is able and willing to perform the work required of him/her. The Company ~~will~~, in no event, be required to have more than one of the Committee or Committee person working overtime.

- (b) **In the event a Committeeperson declines the overtime work opportunity under 19.04 (a) s/he may appoint his/her alternate from among the employees in the plant who are to perform the overtime to be done provided that he/she is able and willing to do the overtime work required of him/her.**

19.05

Employees may work additional hours per day per week if such additional hours **are** compensated for at the rate set forth below:

- (a) Time and one half (1-1/2) will be paid for all time worked on excess of eight (8) hours in one work day.
- (b) Time and one half (1-1/2) will be paid for all time worked on Saturday except that an employee whose regular shift starts Friday evening and extends into Saturday shall not be eligible for time and one half (1-1/2) premium pay for time worked on such shifts.

- (c) Double time will be paid for all time worked on Sunday.
- (d) Double time, in addition to the pay required under Article 23 below, shall be paid for all time worked on designated paid holidays.
- (e) Employees who work a regular scheduled shift that begins or ends on Saturday, Sunday, or a Statutory Holiday, as part of their regular scheduled shift will not be paid at overtime rates.

19.06

CALL IN PAY

A minimum of four (**4**) hours at straight hourly rate, or the applicable overtime rate for the actual length of time worked (whichever is the greater), will be paid to an employee recalled after having left the plant premises at the conclusion of normal working hours. Once the work for which the employee is called to perform has been completed, the employee shall be allowed to leave the plant provided his/her regular shift or scheduled overtime period has not begun.

19.07

REPORTING PAY

The Company shall, at all times, give employees advance notice that work is not available. Any employee not so notified who reports for work at his/her regular time shall be guaranteed four (4) hours pay at his/her applicable rate unless such cancellation is due to circumstances beyond the control of the Company such as fire or power failure.

19.08

If there is a transfer from one shift to another, the transferred employee will be put at the highest hours of overtime on the new shift. However, if that employee is returned to the shift from which they came within twenty-eight (28) days, the employee will be put back to the overtime hours they had when they left that shift plus any overtime hours offered subsequent to the transfer.

ARTICLE 20
OFF-SHIFT PREMIUM

20.01

- (a) Effective March 1, 2002, a premium of sixty (60) cents per hour shall be paid for the afternoon shift and sixty-five (65) cents per hour for the night shift. Effective March 1, 2005, the shift premium of sixty-five (65) cents per hour shall be paid for the afternoon shift and seventy (70) cents per hour for the night shift.
- (b) The above premium will be paid for all hours worked on the respective shifts, including overtime hours worked. The above premiums are not extended **by** time and one half (1-1/2) or double time.

ARTICLE 21
PAID HOLIDAYS

21.01

Eligible employees shall be paid for each of the following holidays for eight (8) hours multiplied by their regular hourly rate.

MARCH 1, 2005 - FEBRUARY 28/2006

HOLIDAY	DATE
Good Friday	Friday March 25, 2005
Floater	Monday March 28, 2005
Victoria Day	Monday May 23, 2005
Canada Day	Friday July 1, 2005
Civic Holiday	Monday August 1, 2005
Labour Day	Monday September 5, 2005
Thanksgiving Day	Monday October 10, 2005
Floater	Friday December 23, 2005
Christmas	Monday December 26, 2005
Boxing Day	Tuesday December 27, 2005
Floater	Wednesday December 28, 2005
Floater	Thursday December 29, 2005
Floater	Friday December 30, 2005
New Year's Day	Monday January 2, 2006
Heritage Day	Monday February 20, 2006
TOTAL - 15 Paid Holidays	

MARCH 1, 2006 - FEBRUARY 28, 2007

HOLIDAY	DATE
Good Friday	Friday April 14, 2006
Floater	Monday April 17, 2006
Victoria Day	Monday May 22, 2006
Canada Day	Monday July 3, 2006
Civic Holiday	Monday August 7, 2006
Labour Day	Monday September 4, 2006
Thanksgiving Day	Monday October 9, 2006
Christmas	Monday December 25, 2006
Boxing Day	Tuesday December 26, 2006
Floater	Wednesday December 27, 2006
Floater	Thursday December 28, 2006
Floater	Friday December 29, 2006
New Year's Day	Monday January 1, 2007
Floater	Tuesday January 2, 2007
Heritage Day	Monday February 19, 2007

21.02

In order to be eligible for holiday pay, an employee must have worked (30) days of his/her probationary period.

21.03

The employee must work on his/her scheduled last full work day preceding the holiday and on his/her scheduled first full work day after the day of observance of the holiday unless (a) he/she has been granted leave of absence or (b) is in receipt of Sickness and Accident Insurance or Worker's Compensation for a continuous period of not exceeding one (1) year or (c) has worked a minimum of six (6) hours and is absent or late due to a bonafide emergency.

21.04

If a paid holiday occurs during an eligible employee's approved vacation period, such holiday will be added to his/her vacation period.

21.05

An employee who agrees to work and fails to work on any such holiday shall not be entitled to receive any pay for the holiday unless he/she gives satisfactory reason to the Company for his/her failure to work.

21.06

Each of the holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or agreed to by the Company and the Union.

21.07

In the event that an employee **is** entitled to receive holiday pay and sickness and accident **for** the same day, then the amount of his/her holiday pay shall be reduced by the amount of the sickness and accident entitlement for that day.

21.08

In the event that an employee **is** entitled to receive holiday pay and Worker's Compensation for the same day, then the amount of his/her holiday pay shall be reduced **by** the amount of the Worker's Compensation entitlement for that day.

ARTICLE 22
VACATIONS WITH PAY

22.01

Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has less than one (1) year of service with the Company will receive a vacation based on one day **per** month of service to a maximum of ten (10) days at 4 % of the total earnings he/she will have received during the twelve (12) months ending on the 30th day of June of that year.

22.02

Each employee, who on the 30th day of June in each year, is on the active payroll or is on layoff and has one (1) year but less than four (**4**) years of service shall be entitled to two (**2**) weeks vacation with pay equal to 4 % of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June in each year.

22.03

Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has on that date attained four (**4**) years of service but less than ten (10) years of service shall be entitled to a vacation

of three (3) weeks with pay equal to 6 % of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June in each year.

22.04

Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has attained ten (10) years of service with the Company shall be entitled to a vacation of four (4) weeks with pay equal to 8% of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June each year.

22.05

Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff and has attained twenty (20) years of service with the Company shall be entitled to a vacation of five (5) weeks with pay equal to 10 % of the total earnings he/she shall have received during the twelve (12) months ending on the 30th day of June each year.

22.06

For the purpose of computing the vacation pay of an employee who was in receipt of compensation under the

Worker's Compensation Act , Sickness and Accident Insurance under Article 23.02 (c) or Maternity Leave benefits for any part of the year for which vacation is granted and who has received such Worker's Compensation, Sickness and Accident Insurance or Maternity Leave for a continuous period of not exceeding one (1) year, the Company will calculate the vacation pay for such period at the employee's regular hourly rate multiplied by forty (40) hours for each week said employee was in receipt of benefits.

22.07

An employee who resigns or is discharged after June 30 in any year and before June 30 of the following year shall receive vacation pay for the period from June 30 of the preceding year to the date of termination at the percentage which would have been applicable had the employee continued to work until the next June 30.

22.08

All employees will be required to take their allotted vacations prior to June 30 of the following year. Any vacation time not scheduled by the employee by February 15 will be scheduled by the company.

22.09

The Company shall inform the Union by April 1 of their intention to have a vacation shutdown. If work becomes available during an annual scheduled plant vacation the Company will provide the opportunity to work based on seniority by classification. Those employees will express their desire to work the shutdown and will give one (1) shift preference. Assignments will be provisional on the Company's ability to be able to maintain a workforce in accordance to its production requirements.

Provided that if an employee elects to work during the scheduled vacation period s/he must take his/her vacation time and as provided in Article 22.08.

This will be provisional on the Company's ability to be able to maintain a workforce in accordance to its production requirements.

Employees wishing to change their vacation other than at a scheduled vacation period as posted must submit their request in writing by the deadline as set out in the notice.

22.10

Employees having returned from leaves due to Sickness and Accident, WSIB or Maternity/Parental will be notified in writing by **Human** Resources with an **up** to date vacation accrual within two weeks of their return.

22.11

Vacation pay will be paid when vacation is taken provided that it is taken in increments of one normal pay week.

22.12

Vacation pay accrued at the time of temporary lay off will be paid during the month of **July**. People on Sickness and Accident or WSIB will be paid the balance of their vacation pay at the end of the vacation year. It is understood such payment does not alter the circumstances of the employee's Sickness and Accident or WSIB leave.

ARTICLE 23 GROUP INSURANCE

23.01

The Company agrees to pay the full cost of the Group Insurance Plan as set forth below, providing an employee

is working on the day the insurance becomes effective. **An** employee is eligible for coverage under the group insurance plan on the first of the month after he/she has completed thirty (30) days of work.

If a paid holiday occurs while an employee is in receipt of sickness benefits he/she shall be paid such benefit for the day for which he/she receives holiday pay.

23.02

(a) Life Insurance effective;

March 1,2003	\$30,000
March 1,2004	\$31,000
March 1,2005	\$32,000

Effective March 1, 2000 all employees will have the option of purchasing, at their expense, group life insurance up to one (1)times their annual basic wages. Insurance company eligibility to apply.

(b) Accidental ~~Death~~ and Dismemberment Insurance effective;

March 1, 2003	\$30,000
March 1, 2004	\$31,000
March 1, 2005	\$32,000

- (c) (i) Sickness and Accident Insurance of 66-2/3 % of basic weekly earnings up to the maximum of **\$675** per week for a maximum period of fifty-two (52) weeks payable on the fourth (4th) day of sickness and on the first (1st) day of non-compensable accident or admittance as a bed patient or for day surgery in hospital.
- (ii) If the wage loss insurance plan qualifies for a premium reduction under the Wage Loss Replacement plan provisions of the Unemployment Insurance Act Section, the full reduction will be used by the Company to offset increased employee benefit costs negotiated for this collective agreement.
- (d) (i) Long Term Disability, after sixty-seven (67) weeks continuous absence for disability, benefit be 60% of basic weekly earnings to the maximum of \$2,000 per month for a maximum period of fifty-two (**52**) weeks.
- (ii) This benefit will be offset by Canada Pension Plan Disability and/or WSIB eligibility.

- (e) Hospitalization under the Ontario Health Insurance Plan, effective January 1, 1972 (OHIP) and a Supplemental plan that provides for semi-private hospital care for the employee and any eligible dependents. Effective March 1, 1992, full coverage **for** semi-private hospital care for the employee and eligible dependents will be provided.
- (f) Prescription Drug Plan - the Company will provide eligible employees and their dependents with a 35 cent Deductible Drug Plan to provide for generic drugs except where the doctor specifies brand name.
- (g) Section 23.02 (d) and (e) are subject to the rules and regulations from time to time issued under the Ontario Health Insurance Plan and to the terms of the respective contracts with the Insurance carriers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (h) The dental plan will provide for 100% basic services, and The orthodontal benefit for employees and dependents will be payable at 50% to a lifetime maximum of \$1600.00 and/or restorative benefits for a maximum payable of \$1500.00 in any twelve month period. Effective March 1, 2004 orthodontal benefit increases to \$1700.00, effective March 1, 2005 orthodontal benefit increases to \$1800.00 lifetime maximum payable.

- (i) Re-determination of expenses more than \$500.00 must be submitted to Insurance carrier for prior approval.
- (ii) The Dental Plan will pay claims on the basis of the O.D.A. schedule of fees in effect in each year of the Agreement.
- (i) Vision Care plan which pays for prescription glasses; lenses; contact lenses or laser surgery, up to a maximum of effective March 1, 2003 \$190.00, effective March 1, 2004 \$200.00, effective March 1, 2005 \$210.00 per family member every 24 months. The Vision Care benefit will be paid yearly in the case of a required prescription change for; a preschool dependent, a dependent child under the age of 21 who is attending school, or a handicapped dependent over the age of 21.
- (j) Extended Health Insurance:
- Registered or licensed physiotherapist, including diagnostic to a maximum of \$500.00 in a twelve (12) month period;
 - Laboratory tests and X-rays;
 - Purchase or rental of special remedial appliances, trusses, braces, crutches, artificial limbs, eyes, and prosthetics;
 - Emergency ambulance service to nearest centre where adequate treatment is available;

- Registered masseurs, osteopath, naturopaths, orthotics, podiatrists, chiropractors, speech pathologist, audiologist, **acupuncturist** and clinical psychologist to a combined maximum of **\$600.00** in a twelve (12) month period;
- Initial purchase only of an Apnea Monitor and supplies;
Reimbursement of a wig following medical treatment to a maximum of **\$400.00** per calendar year;
Reimbursement of hearing aids to a maximum of **\$750.00** every sixty (60) months.
- **Diabetes Blood Glucose monitors and test strips to a max of \$150 lifetime.**

23.03

- (a) All insurances with the exception of Sickness **and** Accident and Long Term Disability will be continued in force at the expense of the Company in the event of a layoff or personal leave of absence for the month following the calendar month in which the layoff or leave of absence occurs.

- (b) Upon recall to work employees will be reinstated as of the day they return to work.

23.04

- (a) All insurance will be continued in force at the expense of the Company, in the event of any employee being in receipt of Sickness and Accident Insurance for fifty-two (**52**) weeks from the date he/she begins to receive such insurance. In the event that an employee receives full or partial disability benefit from Worker's Compensation and is not able to return to active employment because of the disability, the Company will continue all insurances, excluding Sickness and Accident in force until the employee locates employment or a maximum of twenty four (24) months whichever comes first.
- (b) If an employee continues on layoff with unbroken seniority beyond the period for which coverages are provided him/her under Section **23.03** (a) above, the said plans may be continued at the sole expense of the employee until he/she loses his/her seniority as provided in Section **12.02** (f).

23.05

If the Government of Canada or the Province of Ontario replaces or amalgamates any of the insurance coverage referred to in this Article and the Company is thereby relieved from payment of the cost thereof, the parties will negotiate other insurance in substitution for the insurance so replaced, the cost thereof to the Company in no event to exceed the cost of the insurance replaced.

23.06

In cases where an employee is on Worker's Compensation for a period longer than two weeks and the claim has been delayed, the employee may opt to complete an **S & A** waiver form agreeing to reimburse the Company for all monies advanced or assigning the Worker's Compensation payments to the Company.

23.07

The Plant Committee will be provided with a copy of the current master policies for Insurance and Benefit plans that pertain to this Collective Agreement. In addition, descriptive summaries of such plans will be provided to employees no later than six (6) months following the signing of this Collective Agreement.

JOBS CLASSIFICATIONS AND WAGES

Classification	Effective March 1, 2003	Effective March 1, 2004	Effective March 1, 2005
Assembler	19.20	19.40	19.70
Material Handler	19.20	19.40	19.70
Sample Inspector			
Start Rate	19.40	19.60	19.90
30 Days	19.60	19.80	20.10
60 Days	19.80	20.00	20.30
Process Operator			
Start Rate	19.20	19.40	19.70
30 Days	19.50	19.70	20.00
60 Days	19.90	20.10	20.40
Team Leader	19.80	20.00	20.30
Tool & Die Maker			
Start Rate	23.75	24.10	24.55
60 Days	24.65	25.00	25.45
Licensed Electrician			
Start Rate	23.75	24.10	24.55
60 Days	24.65	25.00	25.45

Classification	Effective March 1, 2003	Effective March 1,2004	Effective March 1,2005
Shipper/Receiver	19.80	20.00	20.30
Press Set Up Utility			
Start Rate	21.50	21.70	22.00
60 Days	21.85	22.05	22.35
Press Set Up Trainee			
Start Rate	20.85	21.05	21.35
30 Days	21.10	21.30	21.60
60 Days	21.35	21.55	21.85
6 Months	20.80	21.00	21.30
12 Months	21.85	22.05	22.35
Millwright			
Start Rate	23.75	24.10	24.55
60 Days	24.65	25.00	25.45

Note: New Hires effective March 1, 2003, the following will apply with the introduction of any work not currently in production within the plant. New Hires will receive the greater of \$17.00 per hour or 85% of the job rate, **and** will receive increases equivalent to 90% of the job rate following five (5) months of employment and increases equivalent to 95% following ten (10) months of employment **and** will be at 100% of the job rate following fifteen (15) months of employment.

- Skilled trade classifications are exempt from this provision;
- Any current employee (March 1,2003) is exempt from this provision

ARTICLE 24

JOB CLASSIFICATION AND WAGES

24.01

The Company agrees that the wage rates, set out in Schedule hereto, and which constitute a part of this Agreement, applicable to the respective classifications and on the respective dates listed therein shall be the wage rates during the term of this Agreement.

Among the activities, but not limited to, an assembler will operate the press, the staker, and will perform various work related to degreasing, furnace loading, leak testing, packing, the paint line, plating line, sub-assembly and assembly. The activities will be rotated among the assemblers.

24.02

An employee who is designated and assigned by the Company to be First Aid Attendant on a shift shall be paid **an** additional thirty (30) cents per hour. Such assignment or removal shall not be subject to the Job Posting or Grievance Procedures.

Should that employee be required for training, then that employee will be paid for time spent at his/her base hourly rate, Such training will be arranged by the Company.

There will be First Aid Attendants from each gender for each shift.

24.03

NEW CLASSIFICATION

Within fifteen (15) days of the establishment of an operation not classified in the schedule of this Agreement, the Company will negotiate a rate consistent with existing rates with the Committee and the occupational or classification summary, and the grouping to which it will be assigned. If the parties are unable to agree, the Union may treat it as a grievance and be referred to an impartial umpire under Section **10.02**. The Company shall advise the Chairperson, in writing of the designation of such classification.

24.04

PENSION PLAN

Effective March 1, 1985, the pension plan as negotiated by the parties will be implemented recognizing past service for all employees and future service for employees who **fulfill** the requirements under the terms of the plan. The Pension Plan is not subject to the grievance procedure; however, should a dispute arise between the parties an unbiased third party will be appointed to evaluate the dispute.

ARTICLE 25 PLANT CLOSING

25.01

It is understood and agreed by the parties that in the event of permanent discontinuance of part or all of its business, employees who are covered under the terms of this agreement and who subsequently have their employment terminated as a result of this shall receive severance pay equal to his/her regular rate for a regular non-overtime work week multiplied by the number of **full** or partial years of employment with the Company. **The company will provide no less than 3 months advance notice to the Union in the event of a decision to close the facility.**

The company will participate in a Labour Adjustment program in the event of a closure and provide funding as requires to a maximum of \$37,500. For a major partial closure the parties will meet to discuss appropriate action. It is further agreed that for the purpose of this Article partial years shall be compensated on a pro-rata basis.

ARTICLE 26 PAID EDUCATION LEAVE

26.01

The Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours effective **March 1, 1994** for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union Functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W Leadership Training Program, P.O. Box 897 Port Elgin, Ontario NOH 1C0, made payable to "C.A.W. Leadership Training Fund."

The Company further agrees that a member of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month

period from the first day of leave. An employee on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 27 TERMINATION

27.01

This Agreement shall become effective March 1, 2003 and shall continue in effect until February 28, 2006 and shall thereafter continue from year to year unless either party gives notice in writing of its intention to terminate the agreement or to enter into negotiations **for** the purpose of amending the agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

27.02

If notice of intention to amend is given in writing to Clause 27.01, negotiations shall commence within such time as is reasonably convenient to both parties following **such** notification.

Memorandum of Settlement

The parties here in agree to the terms of this memorandum as constituting full settlement of all matters in dispute.

The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principles.

The parties herein agree that the term of the collective agreement shall be from March 1, 2006 through February 28, 2007.

The parties agree that the said collective agreement shall include the terms of the previous collective agreement which expired February 28, 2006 with the incorporation of all matters attached and agreed.

Dated the 27th day of Feb 2006 at Mississauga, Ontario

For the Company
Paul Teeple
Jon Head
Linda **Carr**

For the Union
Judy Ransom
Beverley Kean
Lesley Jacksch
Louisa Providence
Gerry Harvey
Dawn Cartwright

Mr. Joe McCabe
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT
- DRUGS, ALCOHOL AND GAMBLING**

The Company, and the Union recognize that a workers' health and safety is of paramount concern to all parties.

It is clear that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety at the workplace, and sometimes endanger the public at large. While the Company and Union are committed to improving the well being of employees and maintaining a safe workplace, it is recognized that mandatory drug and/or alcohol testing is an unworkable and unreasonable means to achieve what is otherwise a desirable end - a safe and secure work environment and employee complement. Mandatory drug and alcohol testing is an invasion of a person's privacy and integrity. It is not a solution to concerns of substance abuse. It will not promote the kind of workplace the Company and the Union want. The Company and the Union are committed

to dealing with problems of substance and gambling abuse by means of workplace and public education, employee assistance programs including spouse and dependents, and employee counselling.

Therefore, it is agreed that, prior to any introduction of legislated requirements in Canada, the Company will not introduce drug testing into the workplace.

Additionally, the Company and Union will continue the current Substance Abuse Programs with such improvements may be mutually agreed.

Yours truly,
Gord Shelley
Plant Manager

Revised February 10, 2006 by Jon Head

Ms. Dawn Cartwright

National Representative

CAW-Canada

205 Placer Court

Willowdale, ON

M2H 3H9

LETTER OF AGREEMENT - CERTAIN TRAINING

This letter will confirm our agreement concerning certain training requirements within the plant. This is not a rule for all training which occurs.

If the Company establishes a need for training within a particular classification, then the Company will post such opportunity on the plant bulletin board. Such postings will be made in order to select employees who are interested in future training opportunities.

Training opportunities when required will be selected from and limited to the following classifications:

- Process Operator
- Sample Inspector
- Shipping/Receiving
- Material Handler
- Production Welder
- Furnace Operation

Training opportunities in other classifications may be made available by mutual agreement between the Company and the Union.

Training opportunities will arise when there are no employees who have been previously trained by the Company or who have worked as a Back-up for two (2) years prior to the arising of the training opportunity.

An interested employee will only be successful in securing one training opportunity at any one time.

Training opportunities will be filled by the most senior applicant.

If the employee selected has trained on the job and participated in classroom training sessions as required is deemed unable to perform the necessary requirements of the job, a meeting with the Union will be held before the employee is removed from this training opportunity.

Back-ups will be utilized for any leaves of absence, Sickness and Accident or WSIB absences, casual absences and vacations **for up to a ninety (90) day period that may be extended by mutual agreement by the Company and the Union.** For **immediate** emergency situations, the Company may utilize Back-ups.

In the event of the displacement of an employee from a classification in which there is a Back-up, at the time of effecting the bump the employee will have a one time opportunity to displace the Back-up (seniority permitting) who holds the classification as a Back-up, on the shift in which the employee effecting the bump will end up. It is understood that the employee displaced from the Back-up position will not be able to bump another Back-up on any other shift.

Yours truly,
Earl Sibbett
Plant Manager

November 29, 2002

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF UNDERSTANDING

RE: HUMAN RIGHTS TRAINING

The Company and the CAW are committed to providing a workplace **that** is free of harassment and discrimination.

The Company agrees to provide each employee eight **(8) hours** of initial training on Human Rights and provide four **(4)** hours of refresher training per year thereafter.

The course will be provided and delivered by a representative of the CAW and a representative of the Company. The Company and the Union will mutually agree on the course content.

Yours truly,
Katherine Calder
Human Resources Manager

Revised November 29, 2002

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - WHMIS TRAINING

The Company agrees that WHMIS training will be provided to all new employees who have completed forty-five (45) days of work. Such training will be a minimum of eight (8) **hours**, at Company expense. The Company will provide annual refresher training.

The specific training content and schedule shall be designed by the joint Health and Safety Committee.

Any training of instructors that may be required will be decided upon by the Joint Health & Safety Committee.

All training shall be in a classroom setting and detailed records on the employees training will be kept.

Yours truly,
Katherine Calder
Human Resources Manager

Revised February 23, 2006 by Jon Head

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - PENSIONS

This will confirm our agreement to amend the provisions of the pension plan dated May 3, 1985.

These amendments will be limited to the following:

- where the plan fails to meet the minimum requirements of the Pension Benefits **Act**
- to reflect increased benefit levels, namely:
- for employees who retire on or after March 1, 1988 but prior to March 1, 1989- \$8.00 per month per year of service;

- for employees who retire on or after March 1, 1989 but prior to March 1, 1990 - \$10.00 per month per year of service;
- for employees who retire on or after March 1, 1990 but prior to March 1, 1991 - \$12.00 per month per year of service;
- for employees who retire on or after March 1, 1991 but prior to March 1, 1992 - \$13.00 per month per year of service;
- for employees who retire on or after March 1, 1992 but prior to March 1, 1993 - \$14.00 per month per year of service;
- for employees who retire on or after March 1, 1993 but prior to March 1, 1996 - \$15.00 per month per year of service;
- for employees who retire on or after March 1, 1996 but prior to March 1, 1997 - \$16.00 per month per year of service;
- for employees who retire on or after March 1, 1997 but prior to March 1, 1998 - \$19.00 per month per year of service;

- for employees who retire on or after March 1, 1998 but prior to March 1, 1999 - \$20.00 per month **per** year of service;
- for employees who retire on or after March 1, 1999 but prior to March 1, 2000 - \$21.00 per month per year of service;
- for employees who retire on or after March 1, 2000 but prior to March 1, 2001 - \$22.00 per month per year of service.
- for employees who retire on or after March 1, 2001 but prior to March 1, 2002 - \$23.00 per month per year **of** service;
- for employees who retire on or after March 1, 2002 but prior to March 1, 2003 - \$25.00 per month per year of service;
- for employees who retire on or after March 1, 2003 but prior to March 1, 2004- \$26.00 per month per year of service;
- for employees retiring on or after the signing of this Collective Agreement but prior to March 1, 2004 - \$28.00 per month **per** year of service;

In addition those individuals will receive a retiring allowance of \$22,500 payable upon retirement as a lump sum or transferred to an RRSP; this payment is over and above any entitlement they may have under the early retirement provision of the Letter of Agreement on pension.

- for employees retiring on March 1, 2004 and prior to March 1, 2006 - \$30.00 per month per year of service;

In addition those individuals will receive a retiring allowance of \$7,500 payable upon retirement as a lump sum or transferred to an RRSP; this payment is over and above any entitlement they may have under the early retirement provision of the Letter of Agreement on pension.

- For employees retiring after March 1, 2006 - \$30.00 per month per year of service

Individuals retiring after March 1, 2006 and before March 1, 2007 will receive a total of \$5,000 payable upon retirement as a lump sum or transferred to an RRSP; this payment is over and above the entitlement they may have under the early retirement provision as noted in “c” following.

- mandatory participation immediately upon the employee's completion of the probationary period as contained in the Collective Agreement;
- retirement at age 65;
- any other amendments as may be mutually agreed between the parties.
- Employees electing to retire during the course of this Agreement and are at least sixty (60) years of age and prior to their sixty-fourth (~~64~~) birthday will receive a retiring allowance of \$10,000.00 to be deposited to an RRSP of their choice.

The plan text covering amendments will be subject to **the** approval of both parties.

Yours truly,
Earl Sibbett
Plant Manager

March 1, 1991

Mr. Greg Spencer
National Representative
CAW
205 Placer Court
Willowdale, ON

Dear Mr. Spencer

RE: NEW TECHNOLOGY

This letter will confirm our agreement that should an employee's job become obsolete as a result of new technology, the Company will make every reasonable attempt to retain that employee.

Yours very truly,
Ernie H. Lyon
Vice President & Plant Manager

Revised November 17, 1999

Mr. John Amato
National Representative
CAW
205 Placer Court
Willowdale, ON

Dear Mr. Amato:

RE: RELOCATION

This letter is being written to confirm the Company's and the Union's understanding that if and when **the** Company relocates within a 25 mile radius of its existing facility on Ordan Drive, Mississauga, during the term of **this** collective agreement, the terms and conditions of the agreement will apply at the new location.

It is further understood that the Union will be given a minimum of ninety (90) days notice in writing **of** the Company's intention to relocate.

Yours truly,
Gord Shelley
Plant Manager

November 25, 2002

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - UNION OFFICE

This letter will confirm the Company's agreement to provide a new chair and maintain a printer and internet access (through the Company's current system) for use by the Union Committee in the Union office.

Yours truly,
Katherine Calder
Human Resources Manager

November 29,2002

Ms. Dawn Cartwright
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT
RE :MILLWRIGHT APPRENTICE**

This letter will confirm that the Company and Union will work jointly during the term of the Collective Agreement to establish a Millwright Apprentice program that will be in conjunction with the CAW and the Province of Ontario guidelines.

Over the life of the Agreement, the Company will employ **an** Apprentice in accordance with the Millwright -**CAW** Apprenticeship program.

Yours truly,
Katherine Calder
Human Resources Manager

March 1, 1994

Mr. Greg Spencer
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT

This letter will serve to confirm the Company and Union's Agreement with respect to Engineers/Facilitators.

It is understood that these positions are required in order to facilitate the introduction of new equipment or the modification of existing equipment or processes to meet new or revised specifications. Inasmuch as Engineers/Facilitators perform duties which overlap with those performed by employees covered by the Collective Agreement, the Company recognizes the Union's concern with job security of its membership and the integrity of the bargaining unit.

The parties recognize the following:

- installation of new equipment enables the Company to produce new product lines and bring new jobs into the plant;
- much of the new equipment is unique and custom designed and therefore requires “debugging”;
- many new customer orders are on such short advance notice that there is not always time to build, install and debug new equipment and, at the same time, provide complete training to bargaining unit employees without the “hands on” participation of Engineers/Facilitators.

As a result, it **is** agreed that the following will apply:

1. The Company will train bargaining unit employees in the ongoing maintenance and operation of new equipment.
2. The performance of bargaining unit work by Engineers/Facilitators will not adversely impact upon the job security of bargaining unit employees provided that this shall not prohibit a restructuring or reduction of the workforce **as** a result of the efficiencies achieved **by** the introduction or modification of equipment processes.

3. The supervisory authority of Engineers/Facilitators, if any, shall be communicated to the bargaining unit and any conflicting instructions shall be management's responsibility to resolve.
4. The Company and Union will both monitor the work in question and will cooperate to achieve the joint objectives of training, security of bargaining unit jobs, introduction of new equipment and satisfaction of customer requirements all in an efficient manner.

Yours truly,
Peter Suter
Business Unit Manager

Revised November 30, 1996

Mr. Joe McCabe
National Representative
CAW Canada
205 Placer Court
Willowdale, Ontario
M2H 3H9

**LETTER OF AGREEMENT
- MEDICAL DOCUMENTATION**

The completion of any original Sickness and Accident form, return to work notes, request for alternate work or not able to work notes are the responsibility of the employee.

Any charges for additional medical reports requested by the insurance carrier or Long Manufacturing will be paid by Long Manufacturing.

Mary Lou Shushkevich
Human Resources Administrator

Revised - November 28, 1996

Mr. Joe McCabe
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

**LETTER OF AGREEMENT
- CHRISTMAS HOLIDAYS**

The Company and the Union agree that if work becomes available during the annual Christmas shutdown, the Company will provide the opportunity to work based on seniority within classifications required.

The opportunity to work on all other paid holidays will be based on the overtime policy, except those covered by Article 22.09 of the collective agreement.

It is further agreed that production hours will be kept to regular shift hours except in the case of an emergency. The Union representative will be made aware of such a situation.

Yours truly,
Gord Shelley
Plant Manager

Revised November 28, 2002

Ms. Dawn Cartwright
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - OUTSOURCING

The company agrees not to outsource any major operation during the life of the agreement provided that high quality, high production, cost competitiveness, profitability, and customer satisfaction and customer preference are maintained.

During the 2002 negotiations, the parties discussed at length the Union's concerns regarding outsourcing.

The Company understands the Union's concerns and interest in further clarification of how this letter would be applied. In that regard, the Company agreed to:

- Meet quarterly or more frequently if needed, to review how term “major operations” is being interpreted and/or applied at the Plant;
- Provide advance notice of outsourcing decisions to the Committee along with plans to replace the work or to retain the work;
- Discuss during the quarterly meetings referenced above, any unique job security issues affecting skilled trades.

Yours truly,
Earl Sibbett
Plant Manager

Revised November 28, 1996

Mr. Joe McCabe
National Representative
CAW - Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - INVENTORY

The Company and the Union agree that during the annual inventory the opportunity to work will be provided to the following classifications:

- Die Setter
- Sample Inspector
- Material Handlers
- Shipper/Receiver

In the event we require additional employees, the opportunity to work will be provided based on seniority.

The overtime policy will apply to those scheduled workers.

The overtime policy will not apply to those employees declining to work inventory.

Yours truly,
Gord Shelley
Plant Manager

Revised by Linda Carr February 27, 2006

November 20, 2002

Ms. Dawn Cartwright
National Representative
CAW
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Ms. Cartwright:

**LETTER OF UNDERSTANDING
- MINUTES OF SILENCE**

It is understood that the plant will observe **two (2)** minutes of silence at 11:00a.m. for:

- April 28th - National Day of Mourning
- November 11th - Remembrance Day
- December 6th - Montreal Massacre
- **Observance of 2 minutes of silence for co-workers from the Thermal Mississauga Plant will be observed on all shifts.**

Yours truly,
Katherine Calder
Human Resources Manager

Revised by Linda Carr February 27, 2006

November 26, 2002

Ms. Dawn Cartwright
National Representative
CAW, Canada
205 Placer Court,
Willowdale, Ontario
M2H 3H9

**LETTER OF AGREEMENT
- ERGONOMICS COMMITTEE**

This letter will confirm the Company's intent to establish an Ergonomics Committee as follows:

- The Committee will include the health and Safety Co-chair, and the Health and Safety Coordinator in addition the union will appoint other committee members following ratification.
- Other members will be solicited from the salary **staff**.
- The Committee will receive ergonomics training by June 30, 2006.
- Total committee members will be 3 members of the union and 3 members of the company. Others may be appointed or asked to attend as the committee mutually agrees.

Responsibilities:

- Work in conjunction with Dana Risk Management **CAW Ergonomist** to improve our ergonomics;
- Monitor and reduce the **risk** of repetitive strain injuries.
- **Meetings will be held on a regular basis.**

Yours Truly,

Katherine Calder

Human Resources Manager

New Letter of Understanding
February 27, 2006

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Ms. Cartwright,

During our 2006 negotiations the parties discussed the future of the Mississauga Plant. The company reiterated that productivity and competitiveness is the key to the long-term security of our people. For the Mississauga Plant, the production of cooler part# 715-4969 for the GMT800/900 is key to the future of the facility. It is the intention of the company to continue the production of this product at the Mississauga Plant during the life of this agreement. The parties agreed to work collectively on productivity, quality and safety issues that **will** enhance the opportunity to obtain new and replacement business for the Mississauga Plant.

Yours truly,
Jon Head
Plant Manager

New Letter of Understanding

February 10, 2006

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

Dear Ms. Cartwright:

Letter of Understanding - Employee Call In

As agreed, when the company calls an employee in to work on an off-shift or for overtime and/or cancellation, a union representative **will** be present at the time of the phone call. If the call is made from home and no one answers, then immediately after calling, the company agrees to call the Union Chair person at home to inform them of the attempt to contact.

Yours truly,
Jon Head
Plant Manager

New Letter of Understanding - Banked Overtime

February 27, 2006

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

Dear Ms. Cartwright,

During bargaining, the parties discussed the idea of experimenting with a system of banked overtime worked as a means of allowing employees (on a voluntary basis) to accumulate up to five (5) days per year of paid time off to be taken principally during the Company's slow season with the objective of possibly mitigating layoffs which may occur during this period. We agreed that in the event that employees choose to accumulate five (5) days of overtime worked, such employees would do so on the understanding that the time off would be taken during the slow season. Subject to the Company's approval.

With these understandings in mind, the parties agree to the following rules respecting the operation of the banked overtime system.

1. The “year” for purposes of the banked overtime system runs from January 1st to December 31st.
2. Effective April 1, 2006, employees shall have the option to commence accumulating up to forty hours of banked overtime worked.
3. If an employee intends to bank an overtime shift worked, **s/he** must advise the supervisor prior to working the shift in question. The employee will then not be paid for the shift worked, but will instead accumulate the hours that would have been paid. For example, an eight (8) hour overtime shift paid at 1.5 x (time and one-half) will be recorded **as 12** straight time hours in the employee’s bank.
4. Once an employee has accumulated a total of 40-banked hours in the year, **s/he** will not be permitted to bank any further time until the bank has been reduced.
5. An employee who is scheduled off work to **use** up his/her banked hours shall not **be** considered to **be** technically laid off for **the** period that s/he is paid from his/her bank of hours.

6. All payments of hours made from an employee's bank will be made at straight time the hourly rate in effect for the employee at the time when the banked hours are used. Banked time shall be taken in full shift blocks.
7. If the employee's banked hours are not used during the year the Company shall have the option to either:
 - a) agree with the employee on an alternate period of time to be taken off; or
 - b) cash out the employee's bank of hours

In either case, the employee's bank of hours accumulated must be reduced to zero by the last regular scheduled work day in December of each year.

Yours truly,
Jon Head
Plant Manager

New Letter Understanding

February 27, 2006

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON
M2H 3H9

LETTER OF AGREEMENT - SKILLED TRADE APPRENTICESHIP

During our 2006 negotiations the parties agreed to continue to enhance our Apprenticeship program by agreeing to implement a more formal process. During the term of this agreement the company and the union agreed to meet and structure the apprenticeship plans and joint apprenticeship committee based on the following:

1. The purpose is to define the provisions governing registration, education, seniority, and all other matters peculiar to skilled trade apprenticeships.

2. Provisions of the collective agreement shall apply to all skilled trades apprentices.
3. A Joint Apprenticeship Committee (JAC) shall be composed of equal number of members, from management and from the skilled trades classification, including unit chairperson.
The function of the JAC shall be to interview, and evaluate applicants for apprenticeship and advise on all phases **of** the apprenticeship training program. This committee shall meet quarterly and **as** required.
4. All apprentices will be registered with the Ontario Ministry of Skills Development Apprenticeship Branch. All apprentices will sign a written Apprenticeship Agreement.
- 4a An Apprentice will be required to have a minimum of all Ontario Academic Credits or equivalent. Exception to these requirements may be made by **the** JAC.

5. Apprentices will be required to attend classes for related instruction. Training will be in accordance with the approved training plan. All parties involved in the training will strive to provide the apprentice with a broad exposure to all aspects of the trade to ensure full competency upon completion.

6. An apprentice, upon completion of his/her apprenticeship which normally provides for a training period of at 8,000 hours, shall receive the journeyman classification. No certificates will be issued by the Ontario Ministry of Skills Development Apprenticeship Branch, unless approved by the JAC.

7. The apprentices will exercise their seniority in their own classification. (For example, if there are four (4) apprentices in the electrical Trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and last laid off shall be the first to be reinstated) Apprentices shall be laid off prior to any journeyman being laid off.

8. Seniority Employees

- a) Notice of apprenticeship openings will be posted.
- b) Applications for apprenticeship will be accepted by the personnel department from seniority employees (employees within the bargaining unit) who consider themselves eligible under **this** program of training.
- c) Each applicant will fill out an application form
- d) Applicants meeting the minimum requirements as per #5 will be turned over to the JAC for approval or disapproval.

9. Credit or Previous Experience

At the discretion of the JAC credit for previous experience in an apprenticeship training program, or a skilled trade in any plant, may **be** given up to time required on any phase of the apprenticeship training or related training schedules. Credit for such previous experience shall be given to the apprentice at the time he/she has satisfactorily demonstrated that he/she possess such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time he/she is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall

be correspondingly adjusted **within** the apprentice rate schedule based on the amount of credit given toward completion of the shop-training schedule.

10. The JAC shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to his/her apprenticeship such as:
- a) Inability to learn
 - b) Unsatisfactory work
 - c) Lack of interest in his/her work or education

This shall not limit the right of the company to discipline an apprentice for cause for matters not related to his/her training as an apprentice. Such discipline by the company shall be subject to the grievance procedure.

APPRENTICES

Apprentices in each of the trades covered shall be paid a progressively increasing schedule of wage as follows:

1st 1000 hours not less than 65% of the Journeyperson rate

2nd 1000 hours not less than 70% of the Journeyperson rate

3rd 1000 hours not less than 75% of the Journeyperson rate

4th 1000 hours not less than 80% of the Journeyperson rate

5th 1000 hours not less than 85% of the Journeyperson rate

6th 1000 hours not less than 90% of the Journeyperson rate

7th 1000 hours not less than 95% of the Journeyperson rate

8th 1000 hours not less than 98% of the Journeyperson rate

An employee with seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage (%) of the Journeyperson rate is greater of the two and will continue to progressively increase as per the above chart. A new hire placed directly into an apprenticeship will begin at 65% of the Journeyperson rate and progress according to the apprentice wage schedule.

During the block release classroom training period(s), the apprentice will make application for any EI benefits to which he/she may be entitled. No wages shall be paid to the apprentice while attending the required block release classroom instruction. The company will pay for individual days of training as required. The company has the option to subsidize travel and out of pocket expenses.

The company agrees to pay on behalf of apprentices covered by this agreement for books, registration fees and or tuition required in connection with related training under the apprentice program.

Yours truly,
Jon Head

New Letter of Understanding
February 22, 2006

Ms. Dawn Cartwright
National Representative
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Ms. Cartwright:

During the 2006 negotiations the company and union discussed the necessity of having continuous discussion on issues that deal with the security of the members of Local 1285 and the success of the plant.

To that end the company agrees that the Plant Manager will meet with the Plant Chairperson on a bi-monthly basis to discuss, review and share information that may have an impact on the security of the plant. The items to be discussed are, but not limited to; issues of productivity, new products, product life cycle, technology changes, innovation and training.

The purpose of the open discussions is to exchange ideas, seek potential solutions to issues and explore opportunities that will create success for all concerned.

**Yours truly,
Jon Head
Plant Manager**

Revised February 23, 2006 by Jon Head

Letter of Understanding:

Summer Students - Dana Long Manufacturing Ltd

This Article shall be applicable to students employed for the summer vacation period for 2006. This agreement shall expire on September 15, 2006.

The hourly rate will be based on the following:

The first 5-10 days for training purposes: \$10.00 per hour

After training period is complete: \$14.50 per hour

Summer Students will not be eligible for benefits.

- a) Union dues will ~~be~~ deducted for the full period of employment.
- b) Overtime will be made available only after all opportunity ~~has~~ been given to eligible full time seniority employees.
- c) Any student regardless of the number of days spent in previous employment with the company will be treated ~~as a~~ new hire with no credit given for the previous time and therefore will start at the minimum hiring rate.

- d) No student shall be employed longer than 90 days. Accordingly all students employed during summer vacation period **will** be considered on probationary status for the entire 90day period. Accordingly the student may be released at any time or any reason during this summer employment period.
- e) Any student (probationary or seniority employee) who at the completion of temporary work, wishes to be retained on a permanent basis, must serve full probationary **period** once **hired as** a full time employee. Following the completion of the probationary period the student will receive service and seniority credit for time worked in the previous 6 months.
- f) Should a job come open during the period of employment of such student which would normally be filled by a new hire, the student may contact human resources with respect to filling such vacancy thus indicating such student wishes to be retained on a permanent basis. The company **will** give consideration to the employment of such students on a permanent basis and if so employed the conditions above **will** apply and such student will then start as a new hire for pay, seniority and service date purposes as of the first day worked following the date human resources has transferred such student to permanent status.

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- g) Employees on off shifts will first be offered the open positions prior to students being placed.**

**Yours truly,
Steven Monte
Plant Manager**

**EXCESS HOURS OF WORK AGREEMENT
DANA CORPORATION – LONG MANUFACTURING
&
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
AND IT'S LOCAL 1285**

The **CAW** and its members recognize that there may be from time to time short-term increases in customer demands and other business requirements. As a result from time to time it may be necessary to increase hours of work in order to meet production requirements. Therefore, effective March 1, 2006 for the term of this contract, the **CAW** agrees on behalf of its members that over time may be worked on a voluntary basis for all hours worked outside their regular hours of work. For the purpose of compliance with section 17 of the Employment Standards Act, hours worked shall not exceed 12 hours in a day and 60 hours in a week, subject to the following conditions:

1. In each circumstance where the company requests that general production employees perform work in excess of 52 hours per week and while there are general production employees on **Inverse** layoff with recall, the company agrees that mutual consent of the Union is required.

2. **In each circumstance where the company requests that general production employees perform work in excess of 48 hours per week and while there are general production employees on layoff with recall, the company agrees that mutual consent of the Union is required.**
3. All provisions of the collective agreement continue to remain in force.

**Yours truly,
Linda Carr
Human Resources Business Partner**

GUIDELINES FOR THE APPLICATION OF OVERTIME HOURS

PURPOSE: to ensure that overtime is distributed equitably and **fairly** within the bargaining unit employees.

1. New employees entering the bargaining unit will be shown at same number of hours as the employee(s) with the highest amount of hours in the same classification excluding the hours of the union representative in that classification.
2. Employees who are transferred, either through job posting or Company transfer, will also assume the same number of hours as the employee with the highest hours in the classification **to** which s/he is transferred, excluding the union representative's hours in that classification.
3. If an employee is requested to work overtime within the acceptable time limits as set out in the labour agreement then s/he will be shown on the overtime list as either:
 - a. *Having worked the overtime hours requested, then the appropriate number of hours will be added to the cumulative total.*

OR

- b. *Having agreed to work, and then subsequently does not report ~~for~~ the overtime shift, then an amount equal to twice the hours work will be charged to his/her overtime record as if the overtime has actually been worked,*

OR

- c. *Having been asked to work, **and** refused the overtime offered, then employee will have the overtime hours charged against him/her **as** if s/he did actually work those hours and those hours will then be added to the employee's cumulated total hours,*

OR

- d. *In the event the employee is absent from work for any reason on the day canvas is done - the same will apply as "c" above.*

Employees who are absent from work other than illness or injury on the day of the canvas must contact their supervisor before the canvas to establish the overtime **is** required and that they would be available for the overtime.

If an employee is requested to work the overtime in less than the specified time and **s/he** subsequently refuses, then

The cumulated hours of overtime for each employee will be rolled back to zero (0) hours on March 1st of each year for the sole purpose of equalization.

When employee's hours are equal, seniority will be taken into consideration provided the employee is able and willing to do the work required.

In the event of overtime on one shift only, employees who normally work on that shift will be canvassed first. Should there be insufficient people to perform the overtime required, then the overtime will be canvassed on a plant-wide basis by overtime hours within the classification provided that the employee(s) is able and willing to perform the work required and also provided that the employee will not be required to work back to back shifts.