

SOURCE	Comp		
EFF.	97	05	26
TERM.	2000	05	25
No. Of EMPLOYEES	700		
NOMBRE D'EMPLOYÉS	700		

COLLECTIVE AGREEMENT

BETWEEN



AND



NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF
CANADA (CAW-CANADA)
AND ITS LOCAL 222

EFFECTIVE: MAY 26th, 1997

EXPIRING: MAY 25th, 2000

1103-0-04

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COLLECTIVE AGREEMENT

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PURPOSE & INTENT

This Agreement made May 26th, 1997 between Mackie Automotive Systems, hereinafter referred to as the "Company" and the National Automobile, Aerospace & General Workers Union of Canada. (CAW - TCA - Canada) and its Local 222, hereinafter referred to as "the Union"

The objective of the Mackie Automotive Systems Plants located in Whitby and Oshawa, Ontario, Canada, is to operate cost effective assembly plants which provide outstanding service to our customers through a high quality product. Just-in-Time delivery, and responsiveness to their needs.

We intend to achieve high levels of productivity through the effective utilization and integration of people, materials, equipment and technology. We will treat our employees, customers and suppliers with dignity and respect.

Our commitment to excellence requires the active involvement of all our employees in a safe work environment which emphasizes trust, employee and organizational growth and development, sensitivity to individual needs and values; and our responsibilities as a member of the Oshawa/Whitby community.

The Company recognizes the importance of the employment security it affords its employees and shares the desire of the Union to preserve those jobs and to create new jobs in the world markets. The Company reaffirms its objective to remain a viable domestic enterprise and declares its intention to achieve a competitive posture within a framework which contributes to the changing market characterizing our industry

The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances and to prevent interruption of work and interference with the **efficient** operation of the Company's business, consistent with the terms of this Agreement.

ARTICLE I - RECOGNITION

1.01

Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, the Company hereby recognizes the Union as the sole and exclusive bargaining agent of all employees of the Company included in the Bargaining Units described below:

- a) All employees of Mackie Automotive Systems (Whitby) Inc. in the Town of Whitby, save and except supervisors, persons above the rank of supervisor, quality control technicians, office, clerical and sales staff.
- b) All employees of Mackie Automotive Systems (Oshawa) Inc. in the City of Oshawa, save and except supervisors, persons above the rank of supervisor, quality control technicians, office, clerical and sales staff

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes and acknowledges that the management of MAS and the direction of the working forces are the exclusive right of the Company and remain solely with management except as specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- a) Hire, promote, transfer, demote and layoff employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- b) Operate and manage its plants in all respects in as efficient and economical manner as it sees fit, including the right to direct its work force, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing and transportation.
- c) Make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- d) The Company and Union agree that in the exercise of each of their rights and in the administration of this Agreement, they will endeavour to do so in a fair and reasonable manner.

ARTICLE 3 -NON-DISCRIMINATION

3.01

There shall be no harassment, intimidation, discrimination, interference, restraint, or coercion by or on behalf of the Company or the Union, its members and/or agents regarding any employee because of membership or non-membership in the Union.

3.02

In accordance with the Human Rights Code and the harassment clause in this Collective Agreement, the Company and the Union will not discriminate against any employee: nor will they condone sexual or racial harassment in any form.

- a) Sexual harassment is any unwanted attention of a sexual nature, including, but not limited to:
Remarks about appearance or personal life, offensive written or visual actions such as graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred, in the workplace including, but not limited to: Racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
- c) Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.

3.03

This policy is not meant to inhibit free speech, interfere with normal social relations, or restrict any employee's rights under the Ontario Human Rights Code. The pursuit of frivolous allegations of Human Rights violations has a detrimental effect on the spirit and intent for which this policy was rightfully developed, and should be discouraged.

3.04

- Complaints of alleged harassment or discrimination as outlined in this Article by members of the Bargaining Unit will be handled with all possible confidentiality by a Joint committee consisting of the Plant Chairperson and his/her designee and the
- a) Operations Manager and his/her designee.

ARTICLE 4 - HUMAN RIGHTS STATEMENT

4.0 1

The Company and the Union are committed to the concept of equal opportunity in the workplace. Both parties agree to this principle and will promote fair and equitable interaction through mutual respect for the rights of others.

ARTICLE 5 - STRIKE AND LOCKOUTS

5.01

Inasmuch as the Agreement provides orderly procedures for the settlement of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words, -'strike" and "lockout" as used herein are agreed to have the meaning defined for those words in the present Ontario Labour Relations Act.

ARTICLE 6 - LEAVES OF ABSENCE

6.01

Upon written application, and with at least five (5) working days notice, leaves of absence without pay may be granted to employees for valid personal reasons. Seniority shall not be affected, and the Company will maintain employee benefits for thirty (30) calendar days. The Company will advise the employee of its answer in writing within five (5) working days. Also, the Company will provide a written explanation for an leave of absence which is denied.

6.02 - COMPASSIONATE LEAVE

Upon request, and for emergency personal reasons, up to ten (10) working days leaves of absence will be granted without pay, without loss of benefits (as per 6.01), and without loss of seniority in relation to other employees. Upon request, and for valid reasons, this time may be extended at the discretion of management.

6.03 PREGNANCY/PARENTAL LEAVE

Parental / Pregnancy Leave of Absence

Upon application by a female employee with seniority, the Company agrees to grant a leave of absence without pay for up to nine months to the employee in the case of the birth or legal adoption of a child. Upon application by a male employee with seniority, the Company agrees to grant a leave of absence without pay up to five (5) working days, of which one (1) day will be paid in the case of the birth or legal adoption of his child. The employee will provide the Company two (2) weeks written notice for such leave. The Company reserves the right to request medical proof of expected birth date or custody, care and control date of the adopted child.

Two (2) weeks prior to the completion of the nine months leave of absence, (or earlier), an employee will advise the Company in writing of her intention to return to work. Upon notification from the employee, the Company will arrange for her return

Leaves of absence granted under this provision may be extended by mutual Agreement by the Company and the employee without loss of seniority.

Any amendments to the Employment Insurance Act and/or the Employment Standards Act that confer greater pregnancy/parental leave of absence privileges than outlined herein will be complied with.

6.04 - UNION LEAVE/PUBLIC OFFICE

- a) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of one (1) year without pay, benefits or loss of seniority. Such employee shall renew their leave of absence annually and extension privileges shall be provided.
- b) Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence for a period of one (1) year without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence annually and extension privileges shall be provided.

6.05 BEREAVEMENT LEAVE

In the event of the death of the spouse, child, parent, sister, brother, grandparents, grandchild, of any seniority employer covered by this Agreement, or the child, parent or grandparents of the employee's current spouse, the employer will be granted upon application, a leave of absence with straight time pay for five (5) normally scheduled working days.

In the event of the death of a step-brother, step-sister, step-parents, brother/sister-in-law, any seniority employee covered by this Agreement will be granted upon application, a leave of absence with straight time pay for three (3) normally scheduled working days.

6.06 - JURY DUTY

For each day the seniority employee would otherwise have been scheduled to work for the Company, the Company will make up the difference between the amount of money per day an employee received during the selection process, and while serving as a member of a jury. This amount shall be equal to the normal eight (8) hours straight time pay which he/she would have been eligible to receive for working during this period. The employee will provide the Company with written proof of being called to jury duty at least five (5) days prior to such leave, and shall provide proof of the amounts paid to the employee by the Court.

6.07 - EDUCATION LEAVE OF ABSENCE

Upon written application to the Company, an employee with one (1) or more years of seniority, wishing to further their education by full time attendance at a recognized college, university, trade or technical school, may be granted a leave of absence for up to one (1) year under the following conditions:

- a) Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence they have been accepted as a student by the recognized institutions above.
- b) On expiry of each term or semester, the employee shall provide the Company with proof of attendance and completion.
- c) Leave may be extended for additional periods not to exceed one (1) each year.
- d) The student's course of instruction must be related to their employment opportunities with the Company and seniority shall accumulate during the leave. Full time attendance at primary or high school shall be regarded as meeting this provision.
- e) Health care benefits may continue if the employee elects to pay for benefits as provided in the plan.
- f) Employees returning from such leave shall supply the Company two (2) weeks notice of their availability and desire to return to work, with seniority applying only

in the Bargaining Unit. Such employer shall displace the lowest seniority employee in the Bargaining Unit.

ARTICLE : - UNION SECURITY

7.01

All employees covered by this Agreement shall become and remain members in good standing of the Union as a condition of employment.

All current Bargaining Unit employees who have not done so and all new Bargaining Unit employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion

7.02

All dues and initiation fees payable to the Union in accordance with article 7.01 will be deducted weekly and forwarded to the Local Union Financial Secretary by the fifteenth (15th) day of the following month.

The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

7.03

The Financial Secretary of the Local Union will notify the Company in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.

7.04

The Company will maintain and post an up-dated seniority list on the fifteenth (15th) day of each month. Such list shall show employees' job classifications. Additionally, the Company shall submit a list of all probationary employees. Copies of such lists shall be provided to the Plant Chairperson on the fifteenth (15th) day of each month.

The Company will supply the Plant Chairperson with the following information monthly with the check-off dues:

- a) Employees by rate and classification
- b) Employees transferred out of the Bargaining Unit, including date of transfer
- c) Employees on leave of absence, short or long term disability or Worker's Compensation
- d) Employees on layoff and recall
- e) Employees who have lost seniority
- f) Employees who quit, retire or are discharged, and
- g) New hires with first date of work

Memos will be given to the Plant Chairperson for d), e), f), and g) above on the date of occurrence.

The Company will provide on a quarterly basis, names, addresses and phone numbers on file of all Bargaining Unit employees and a list of supervisors and other non-Bargaining Unit employees who would be expected to have direct contact with Union Representatives as part of their usual job responsibilities.

7.05

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Article.

8.01

The Union shall elect or appoint and the Company shall recognize a Plant Committee in each plant location of the Company, comprised of the following number of hourly-rated seniority employees of which three (3) members shall be Chairpersons of each Plant Committee.

One Chairperson shall represent Oshawa, one Chairperson shall represent Whitby - Tricont, and one shall represent Whitby - South Blair and will be assigned to the day shift.

Oshawa

- a) Four (4) Committee persons
- b) Alternates will be elected or appointed by the Union for the above positions

Whitby (Tricont)

- a) Six (6) Committee persons
- b) Alternates will be elected or appointed by the Union for the above positions

Whitby (South Blair)

- a) Seven (7) Committee persons
- b) Alternates will be elected or appointed by the Union for the above positions

The Chairpersons shall be granted the full time of his/her shift with pay to perform his/her function under the terms of this Collective Agreement and shall be paid by the Company at the City Driver classification rate plus one dollar (51.00), and will not be compensated for more than eight (8) hours of overtime in any one work week. The Chairpersons will be returned to his/her posted job and shift upon leaving office.

A Committee person shall be paid \$1.00 above his/her regular rate of pay.

The Bargaining Committee will also be the Grievance Committee.

The addition of a third shift in either plant, one additional Union Representative will be recognized by the Company. If the usual number of employees increases to over fifty-five (55) on any shift in any plant, the Company will recognize one additional Union Representative.

The Union will determine the allocation and zones of Union Representative jurisdiction

8.02:

The Union will inform the Company in writing of the names of the Union Representatives and other Union Officials, and subsequent change in the names of such representatives. The Company will not be required to recognize representatives until such notification from the Union has been received.

8.03

A Union Representative and/or grievor shall report to and obtain permission from his/her Supervisor or his/her representative, whenever it becomes necessary to leave their work for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the Collective Agreement. Such permission will be granted immediately under normal conditions, and within a reasonable period of time, not to exceed thirty (30) minutes, if replacement(s) are to be arranged. The Union Representative and/or grievor will return to work without undue delay and shall notify their Supervisor at the time they return to work.

8.04

The Union shall not conduct Union business or activities on Company time or premises without the permission of management.

8.05

Union representatives will advise their supervisor of their destination and general nature of their business outside of the plant, and the time anticipated to transact such business.

8.06

The Company will meet monthly with the Union Chairperson and his/her Committees to discuss and attempt to resolve issues that either party may raise regarding the administration of this Agreement. Notice of agenda items for these meetings will be provided in writing to all attendees five (5) working days before each meeting.

Union Representatives, and Health and Safety representatives, shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work available which they are able and willing to perform. Union Representatives and Health and Safety representatives will be the first employees to be recalled from layoff provided they are able and willing to perform the required work. The above does not apply to alternate representatives.

8.08

With prior notification the President of the local Union and National Representative shall be granted admission to the plants covered by this Agreement on the understanding that there will be no undue interference in production.

8.09

The Company agrees to provide each Union Chairperson a reasonably sized office, equipped with telephone with access restricted to area codes 905, 416, 613, and 705, air conditioning, filing cabinet, stationary supplies, desk and 2 chairs, with access to a fax machine and copier for the use of union representatives on union business only. The Union agrees to maintain this area in a clean and uncluttered condition and that it will be used for legitimate union business only.

8.10

One bulletin board will be provided by the Company in the Oshawa plant, two (2) in the Tricent plant, and three (3) in the South Blair plants for posting of Union notices. Before posting, all such notices must be approved by the Operations Manager at the respective location. Such approval will not be unreasonably withheld. The Union agrees to restrict posting of notices, flyers, or other materials to the designated bulletin boards.

8.11

The Company, a Union Representative, or Plant Chairperson as applicable, will jointly meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment to acquaint new employees with their responsibilities and obligations to the Company and the Union, and with the conditions of employment set out in the Collective Agreement, including those dealing with Union Security and dues Check-off.

ARTICLE 9 -GRIEVANCE PROCEDURE

9.01

Any employee having a complaint shall first take the matter up with his, her supervisor either directly or through the Committee person. Such a complaint shall be brought to the attention of the immediate supervisor within two (2) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee.

9.02 - Step One

If the complaint is not satisfactorily resolved within twenty-four (24) hours, the Union Representative will then submit the grievance in writing to the Supervisor on a form to be supplied by the Company. The Supervisor shall give his/her decision in writing to the Union Representative within two (2) working days of the receipt of the grievance.

9.03 - Step Two

Should the employee or the Union be dissatisfied with the Supervisor's decision the Union may within two (2) working days by written notice refer the grievance to a meeting of the grievor, the Plant Chairperson, the Union Representative on that shift, the Supervisor, and the Operations Manager, who shall meet within three (3) working days of the request for such meeting. Management's decision relating to the grievance shall be in writing and, if not rendered during the meeting, shall be rendered to the Chairperson of the Union Committee within three (3) working days after the date of this second step meeting.

9.04 - Step Three

Should the employee or the Union be dissatisfied with the Operations Manager's decision the Union may within three (3) working days by written notice refer the grievance to a meeting of the Grievance Committee and representatives of management, including the Plant Manager, Human Resources Manager and the Labour Relations Representative, who shall meet within five (5) working days of the request for such meeting. The Union National Representative and/or President of the local union and the Director of Human Resources may be in attendance at this meeting. Management's decision will be rendered in writing to the Union within five (5) working days of this third step meeting.

If two 12) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a single group grievance with the name Of each grievor shown, whenever possible. The group grievance is to be initiated at step one, unless it is a policy grievance whereby it may be initiated at step three.

If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are tiled that complain about the same matter, it is agreed that such subsequent grievances will, whenever possible, be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or Union.

9.06

Any grievance not carried to the next step within the time limits prescribed herein or within such extensions as may have been agreed to in writing, shall automatically be considered abandoned and settled on the basis of the last decision or claim of the party not in default of the required time limits. The Company or Union may withdraw, without precedent or prejudice to any other case, their own grievance which has been referred to any step of the grievance procedure. The Company or the Union may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.

9.07

The Union hereby agrees that the Company has the right to file a grievance against the Union. Such grievance to commence at step three.

9.08 - DISCHARGE OR SUSPENSION GRIEVANCES

A claim by an employee that he/she has been discharged or suspended without just cause shall be treated & a grievance, which shall commence at the third step.

The right to a grievance shall be deemed to be waived if no grievance has been presented within five (5) working days of the aforesaid dismissal or suspension.

9.09 - PRE-ARBITRATION/MEDIATION

In addition to the regular arbitration procedure provided for herein the parties may, by mutual Agreement, refer a grievance(s) to a mediation process. This process does not prejudice either party the right to arbitration. The parties will equally share the cost of the mediator.

ARTICLE IO - ARBITRATION

10.01

Where a difference arises between the parties relating to the interpretation, application or the administration of this Agreement. Including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing, of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within twenty (10) working days of the reply under step three (3) and shall contain the name of the arbitrator next on the list. The party delivering the notice shall then have the responsibility of contacting the arbitrator for available dates which will then be communicated to the other party. The parties shall then agree on a date which is acceptable to themselves and the arbitrator. Failure by the party having carriage of the grievance to carry out the steps herein in a timely fashion shall mean the matter is deemed to have been settled as per 9.06.

As provided for in this article, the party delivering the notice to arbitrate shall indicate in the notice the arbitrator for that grievance from the following list:

Louise Davie -

Gerald Charney, QC

Robert Joyce

Ross Kennedy

Gail Brent

Ann Barrett

It is understood and agreed that following ratification of this Agreement, arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that notices to arbitrate are received. In the event that the arbitrator according to this process is no longer available to arbitrate, or not available in a timely manner, both parties shall mutually agree that the particular case will be referred to the next arbitrator on the list.

10.02

The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

10.03

The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in the award add to, delete from, or otherwise alter or amend any provisions of the Agreement.

10.04

Each of the parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.

10.05

Any extension of the time limits may be made by either party by **mutual** consent, in writing.

ARTICLE 11 - HEALTH, SAFETY AND ENVIRONMENT

11.01

- a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees. The Company shall make every effort to comply in a timely manner with all applicable legislation pertaining to occupational health, safety and environment.
- b) The Union recognizes its obligations to co-operate in maintaining and improving a safe, clean, and healthful work environment.
- c) The parties agree to use their best efforts jointly to achieve these objectives.

11.02

The Company and the Union agree to establish and maintain during the life of this Agreement, Joint Health, Safety, and Environment Committees, one (1) for the Oshawa plant, one (1) for the Tricont plant, and one (1) for the South Blair plant in accordance with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines.

Each Committee shall consist of four (4) members, two (2) of whom shall be appointed by the Company, and two (2) of whom shall be appointed or elected by the Union. In addition, alternates will be selected by the Union to replace worker representatives when absent.

Two Co-chairpersons shall be selected from and by the members of each Committee. One of the Co-chairpersons of each Committee shall be a Union member chosen by the Union members of the Committee and paid at one dollar (\$1.00) per hour in addition to their normal hourly rate. The other Co-chairpersons on each Committee shall be chosen by the Committee members representing the Company.

11.03

The representatives on the Joint Health, Safety and Environment Committee will have primary responsibilities for the following:

1. Participate in Joint Health, Safety and Environment Committee functions.
2. Follow up on items requiring further investigation as assigned during the Joint Health, Safety and Environment Committee meetings.
3. Conduct plant inspections as scheduled by the Joint Health, Safety and Environment Committee.
4. Accompany government Health and Safety inspectors, fire and WCB audit during investigations of the workplace.
5. Participate in the training and education of WHMIS, lockout procedures, contractor safety

- requirements, personal protective equipment, fork truck/cherry picker training.
- 6 Assist in the preparation and organization of required training materials and supplies.
 - 7 Participate or perform air sampling within the work environment as required as a result of a concern or as legislated by the Occupational Health and Safety Act, or as deemed necessary by the Committee.
 - 8 Where data has been collected by the Health and Safety Co-Chairpersons or Health and Safety representatives of the Committee during the performance of their duties, on a regularly schedule basis, **copies** of all information will be made available to the Company.
 - 9 Promote compliance with pertinent legislation: R.S.O. 1996
 - 10 Meet on a regular basis, at least once per month, to review health and safety matters and to make recommendations to the Company regarding same.
 - 11 Master Joint Health, Safety and Environment Committee consisting of the two (2) Co-chairpersons from each of the Joint Health, Safety and Environment Committees from each plant and National Union Health and Safety Representatives will meet twice per year to discuss matters of common concern regarding health and safety issues. All normal wages lost are to be paid for by the Company. This does not include overtime.
 12. Each year on April 28th at 11:00 am, one minute of silence will be observed in memory of the people who have died in industrial accidents.

11.04

The Company will provide and maintain in good operating condition tools and equipment required to assure employee safety in carrying out work assignments.

Specialized protective clothing required by the Company for specific operation(s) will also be provided by the Company.

11.05

As a condition of employment, employees are required to provide and wear approved safety footwear at all times in the plants.

11.06

The Joint Health and Safety Committee shall develop and recommend appropriate procedures and training programs to, Management for consideration.

ARTICLE 12 - SENIORITY

12.01

An employee shall be regarded as a probationary employee until he/she has worked a total of sixty (60) days in any twelve (12) month period. After the completion of the probationary period, the employee shall be assigned a seniority date as of his/her first day worked, providing seniority has not been broken as per Article 11.05.

12.02

The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith. The Company agrees to perform evaluations of probationary employees, based on the Company's expectations and concerns.

12.03

Seniority shall be defined as the status of the employee based upon his/her established length of service with the Company from the first day of work, providing seniority has not been broken as per article 12.05, and shall continue to accumulate during layoff in conjunction with service.

12.04

In the event more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number, this number will be used in determining each employee's seniority standing.

12.05

The seniority of an employee shall be broken for any one of the following reasons:

- a) If he/she is discharged for just cause, retired or voluntarily quits.
- b) If he/she is laid off from the Company for a period of time in excess of his/her total recognized seniority with the Company.
- c) If an employee overstays an approved leave of absence or remains away from work without permission of management for a period of more than three (3) consecutive working days, he/she will be assumed to have forfeited his/her seniority rights under this Agreement.
- d) If he/she fails to report to work within three (3) working days of receiving notification of recall from layoff by registered mail to his/her last known address, or five (5) days in accordance with the provisions of Article 13.02 of this Agreement.

- e) If he/she accepts other employment while on leave of absence except with the express permission of the Company

12.06

Any employee transferred to a position outside of the Bargaining Unit, following ratification of this Agreement, will not be returned to the Bargaining Unit.

ARTICLE 13 - LAYOFF AND RECALL

13.01 - Short Term Layoff of Three (3) Days or Less

The Company shall familiarize employees during this process.

13.01 a)

When the Company deems it necessary to reduce the workforce in any plant and a **layoff** of three (3) days or less is necessary, probationary employee(s) will be the **first** laid off in the affected plant.

If further layoffs are necessary the most junior employee(s) in the plant and job classification affected will be selected for layoff. Such employee(s) may bump the lowest seniority employee(s) in other classifications within the plant and retain their current rate of pay if the transfer is of three (3) days or less, provided he/she has more seniority, and the skill and ability to perform the work of that classification.

13.0 I b) - Layoffs Exceeding Three (3) Days or More

In the event of a lay off of a known duration exceeding three (3) days, the Company will;

- i) Lay off probationary employee(s) throughout the Company; and then
- ii) Lay off the most junior employee(s) in the affected classification(s) within the Company. Such employee(s) may then bump the lowest seniority employee(s) in other classification(s) within the Company provided he/she has the skill and ability to perform the work of that classification.

13.02

- a) When recalling employee(s) to work after a layoff, they shall be recalled by seniority in the reverse order of layoff, provided they have the skill and ability to do the work available. All employees by seniority, must revert to their former group if such position becomes available within ninety (90) calendar days and they have sufficient seniority.
- b) The Company shall recall employees by telephone (in the presence of a Union Representative). Those employees not reached by telephone will be sent a notice by registered mail to the employee's last known address.
- c) The employee shall report within three (3) working days of receiving notification of recall. However, if his/her failure to report to work is due to sickness, accident or other causes beyond his/her control, this time limitation for report-m may be extended to five (5) days provided the Operations Manager is notified in writing within three (3) days after receipt of such notice to return to work and provides

satisfactory evidence supporting his/her failure to report to work on the required date.

- d) It is the employee's responsibility to inform the Company immediately of any change of address or telephone number.
- e) The Company agrees to offer short term recall to laid off employees, by seniority to fill temporary positions, provided management is able to contact such employee by telephone (in the presence of a Union Representative) in time to fill the position.

ARTICLE 1-1 -OVERTIME

14.01

The Company will notify employees of overtime for an extended shift at least one (1) hour before the shift ends. If the need arises for employees to work on the weekend or Statutory Holiday. the Company will notify employees by posting a notice advising employees of same. by Thursday noon.

14.02 a)

The Company will canvass for overtime opportunities as follows.

1. Group. shift and by classification
2. Same group, prior shift
3. Same group, following shift - 3rd shift operation only
4. Out of group. on shift
5. Out of group. off shift

Employees may accept Or **decline** such **overtime opportunity**, but in any event **will** be charged for same.

Overtime groups shall be as follows:

O s h a w a - A Z

- Fork Lift Drivers
- Fascia
- Brake Line
- Working Team Leader
- Expediter

Tricont

- r AZ- Fork Lift Drivers
- Door Pads- Struts
- Headliners
- Brake Hoses
- Fuel Cannisters
- Steering Columns
- Quarter Panels
- Working Team Leader
- Expediter

- South Blair
- AZ - Truck Plant
 - AZ - Car Plants
 - Fork Lift Drivers - Car
 - Fork Lift Drivers - Truck
 - IP Line
 - Cradle Line
 - Rad Line
 - Axle Line/HVAC
 - Pick & Pack
 - Trim/ASL- Rework
 - Working Team Leader
 - Expediter

14.02 b)

If an employee volunteers for overtime he/she must work the agreed upon hours

14.02 c)

If further employees are required to meet the overtime requirements, the Company reserves the right to utilize temporary help for week end work. Such temporary employees will be compensated at the straight time, probationary rate as outlined under Article 33 of this Agreement.

The Company will utilize temporary drivers only when all MAS employees have not made themselves available through the daily sign-up procedure within their respective plant.

14.03 - Offshift Overtime

The Company will offer additional off shift hours which become available. A daily additional hours sheet will be posted in each plant. Employees who want to work additional hours on a different shift must complete and sign the sheet which will be posted one (1) hour into the start of the shift and removed one (1) hour prior to the end of the shift. Employees will be contacted in order of lowest overtime hours charged. The Company deems answering machines/voice mail to be a negative response.

This additional hours overtime procedure is intended to be used to cover partial shifts and is not intended to imply double shifts will be scheduled. Furthermore, this Article shall not limit the employees' requirement to work scheduled overtime.

A separate overtime equalization sheet will be kept for off shift overtime.

The weekend overtime equalization sheets will be utilized in 14.04.

14.04

The Company **will** equalize overtime to a maximum difference of forty (40) hours among employees by group and classification on the shift in which overtime occurs. In emergency situations where the maximum difference of forty (40) hours must be exceeded temporarily, the Company agrees to correct the excess variance at the earliest opportunity.

An employee is entitled, pursuant to Article 14.02 (a) to claim overtime equalization for overtime which occurs on the shift and in the group the employee normally works. Article 14.02 (a) does not entitle an employee to claim hours of work on a different shift or group than that normally worked by the employee.

14.05

The Company will maintain and post records weekly of all overtime worked and charged. All overtime hours recorded will be turned back to zero (0) on May 26th. of each year.

14.06

A new employee shall be credited with the average number of hours in the classification and group to which he/she is assigned. An employee who changes classifications and/or groups shall be credited with the average number of hours in the classification and group to which he/she transfers, or the hours from his/her previous group, whichever is greater

14.07

Any employee absent from work for any reason **will be** charged for any canvassed overtime hours as if they had been at work.

14.08

It is not the Company's intent to work any prolonged periods of overtime while seniority employees are on layoff. However, there may be situations where overtime cannot be avoided, and in such situations overtime can and will be used.

ARTICLE 15 -JOB POSTING

15.01

- a) If a bargaining unit job vacancy exists, or a new Job is created, such an opening will be posted as a primary posting in all plants within five (5) working days on plant bulletin boards, for a period of three (3) working days, during which time seniority employees may make application in writing for such Job vacancy
- b) If a second or third vacancy results from the filling of the primary vacancy, it shall be posted according to Article 15.0 I a).
- c) If no seniority employees apply for vacancies in accordance with Article 15.0 I a) or 15.01 b) above, the Company reserves the right to fill the resulting vacancies.

15.02

An employee successfully transferred through the Job posting shall only be entitled to two (2) such transfers in any one (1) calendar year.

15.03

Under this article, an employee bidding for a production Job vacancy shall be awarded the job, based on seniority. A non-production job vacancy shall be awarded to bidding employees based on seniority, provided they have the skill and ability to perform the required work.

15.04

An employee transferred pursuant to clause 15.03 shall demonstrate his/her ability to perform the job efficiently within five (5) working days. The above periods of time may be extended by agreement between the Company and the Union.

15.05

An employee will have the right to decline a job at any time during the trial period and will revert back to his/her former job, however, such trial period shall count as a transfer as per clause 15.02.

Should an employee not qualify within the trial period, he/she will revert to his/her former job. Such trial period shall not count as a transfer as per clause 15.02 of this Agreement.

15.06

The Company shall transfer an accepted applicant within ten (10) working days of his/her being accepted on a job posting unless mutually agreed otherwise.

15.07

The posting shall provide the number of expected vacancies, the group classification, wage rate, shift(s), a general description of the duties performed and the expiry date and time of the posting.

15.08

Job applications will be in triplicate. One copy will be forwarded to the applicant, one to the plant chairperson, one to the applicant's supervisor, to be forwarded to the Human Resources Department.

15.09

The Company will notify the Plant Chairperson and the applicants within three working (3) days of the expiration of the job posting, advising them of the results of the posting. The Plant Chairperson will receive a list of all applications on file.

15.10

Employees training for any classification/job will be given instruction and opportunity to become qualified employees in the classification in which they are employed.

15.11

TEMPORARY JOB VACANCIES

- 1) Temporary vacancies shall be defined as vacancies of thirty (30) calendar days duration or less, which may result from an employee's absence due to illness, accident, vacation, leave of absence or rework. Such period may be extended by mutual agreement between the Company and the Union.
- b) When a temporary vacancy exists the Company shall fill the vacancies through a one day posting (all shifts). Employees transferred to a temporary vacancy shall receive their own rate or the rate of the job whichever is greater. Temporary assignments shall not be used to avoid job postings or circumvent seniority rights. These days cannot be used towards a permanent posting including (a) above. Upon completion of the temporary transfer employee(s) revert back to his/her former job(s).

c) Subsequent job vacancies shall be filled at management's discretion.

16.0 I

Employees not in the Bargaining Unit shall not perform work which is recognized as work of the Bargaining Unit except:

- a) During emergency situations to avoid customer plant shut-down or shortage of components, or to protect product or equipment.
- b) While instructing and/or training employees.
- c) In the development of new work methods or operations.
- d) In the development of new or changed product(s), prototypes, and samples.
- e) Anyone not in the bargaining unit shall not use equipment normally used by the bargaining unit (i.e. - forklifts) without first keeping the Chairperson informed of the nature of such work prior to the work being performed.
- f) The Company shall not contract out/in work of the Bargaining Unit that will cause a layoff.

The above exceptions shall not be used with the intention to deprive **any** Bargaining Unit employee of work time.

ARTICLE 17 - DISCIPLINARY ACTION

17.01

A Union representative will be present during all disciplinary actions. When an employee is called to an interview by a member of supervision/management, and the subject of the interview is discipline, the employee will be so informed before the interview, and will be advised to have a Union representative present. The Interview will not proceed until a Union representative is present.

17.02 a)

When the Company intends or contemplates suspending an employee for more than two (2) days or discharging an employee, they will provide the Union and the employee with written notification explaining the specific charges and reasons for taking the action. An employee shall suffer no loss of employment until having received the official notification and until the Union has had three (3) working days to investigate and make representation to the Company

17.02 b)

Notwithstanding the foregoing, where the circumstances of a case may make it inadvisable to retain an employee in the plant, such employee will be suspended without pay, pending the hearing, which will be held within one (1) working day of being suspended. The Union or the Company may request an extension of up to three (3) working days to investigate the incident.

17.03

The employee and the Union will be given a copy of any warning, reprimand, suspension or disciplinary layoff entered on an employee's personnel record, within three (3) days of the action taken.

17.04

The Company agrees that it will take disciplinary action and/or initiate proceedings under 17.00 within three (3) working days after the time it becomes aware or ought to have become aware of the circumstances giving rise to the discipline.

17.05

In imposing discipline on a current charge, management will not take into account any prior infractions which occurred more than twelve (12) months previously.

ARTICLE 18- INCAPACITATED E M P L O Y E E S

18.01

It is the intent of the Company and the Union that in the event an employee becomes physically handicapped and is unable to continue his her job. with or without modifications. that every reasonable attempt will be made to place such employee in another job as soon as possible.

18.02

If a vacancy occurs on a job which the incapacitated employee can perform. they may be placed on such job. at management's discretion. without the necessity of a job posting.

18.03

An employee assigned under this provision must submit proper medical evidence of his/her disability. with restrictions. limitations, and expected duration clearly identified. The Company also reserves the right. with probable cause, to refer such an employee to an independent qualified Medical Specialist to review and evaluate the employee's restrictions and limitations.

18.04

An employee under this provision must update his/her medical evidence as required or at least annually which may be reviewed by a qualified independent Medical Specialist.

18.05

The Company and the Union will monitor employees under this provision to ensure the terms and intent of this article are being respected.

18.06

This provision will apply to all disabled employees.

18.07

Notwithstanding the provisions of this Collective Agreement. any incapacitated employee who is working in a job as a result of this provision. will not be subject to being displaced from such job function by another employee affected by a layoff, regardless of seniority unless there is another job available within his/her capabilities. provided such medically restricted employee has sufficient seniority to remain in the plant. Further, incapacitated employees who have been laid off will be given preference to jobs that fit within their restrictions when their seniority entitles them to recall.

ARTICLE 19 - REPORTING IN PAY

19.01

An employee who has not been notified in advance by telephone call, answering device, or letter "not to report for work", and who reports for his/her scheduled shift, will be given at least four (4) hours work, and if no work is available, will be paid for a minimum of four (4) hours at his/her normal hourly rate.

This obligation on the Company will not prevail if no work is available because of power shortage, emergency break-down of plant machinery or equipment, shortage of materials or components for assembly, or other conditions beyond the control of the Company.

ARTICLE 10 - CALL-IN PAY

20.0 1

When an employee has left the premises after completion of his/her normal shift and is called upon to return to the plant for emergency duties, that employee will be paid at the applicable overtime rate for the extra time actually worked, or four (4) hours, whichever is greater.

ARTICLE 21 - PLANT MOVEMENT

Except where prohibited by law, whenever the Company transfers operations from any plant covered by this Agreement to another plant owned, rented, acquired or built by the Company, in the Province of Ontario, any employee laid off as a result of such transfer may, if they so desire, request a transfer to the new plant with their existing seniority, service date, wages and benefits. Such requests for transfer must be made in writing by the employee within thirty (30) calendar days of notification of transfer of operations.

ARTICLE 22 - PARTIAL OR TOTAL PLANT CLOSURE

22.01

In the event of partial or total plant closure the Company shall comply with all applicable provisions and requirements of the Employment Standards Act of Ontario

22.02

Any seniority employee permanently laid off as a result of partial or total plant closure may make application through the Company for possible future job openings in any remaining plant(s) covered by this Agreement in Ontario. The Company shall give due consideration to any such application over other applicants who have not previously worked for the Company. Seniority employees transferring under this article will commence work as a seniority employee with his/her date of hire in the new plant being his/her seniority date.

22.03

This Article does not apply in the event of the consolidation of current facilities under one (1) building.

ARTICLE 23 - SUBSTANCE ABUSE

23.01

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

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

23.02

The Company will provide all normal group insurance benefits for up to twenty-six (26) weeks to such employees while under a medically prescribed course of treatment.

ARTICLE 24 - WORKING TEAM LEADERS

14.01

Working Team Leaders may be required to perform the regular duties of his/her normal classification, and in addition, may convey instructions to individuals in his/her group as directed by the Department Supervisor.

24.02

The Company and the Union agree that Working Team Leaders shall have no rights over and above other employee in their regular classification or department. He/she will report directly to the Supervisor of the Department and will not be involved with the hiring, separation or formal disciplinary procedures of the Company. Working Team Leaders shall be subject to all terms of this Agreement.

24.03

The Company and the Union agree that Working Team Leaders vacancies occurring in the life of this Agreement will be posted and staffed in accordance with Article 15 of this Agreement.

24.04

Working Team Leaders will be assigned to the Operator classification for seniority purposes.

ARTICLE 25 - HOURS OF WORK-

2501

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

25.02

The normal work week shall consist of eight (8) hours per day and forty (40) hours per week.

The normal hours in a work day on a two (2) shift operation are defined as follows:

Days 6:30 am- 3:00 pm Nights 4:30 pm - 1 :00 am

The normal hours in a work day on a three (3) shift operation are defined as follows:

Days 7:00 am - 3:00 pm Afts 3:00 pm - 11 :00 pm Mids 11 :00 pm - 7:00 am

The normal work week shall start at 11:00 pm Sunday for a three (3) shift operation.

Employees assigned to a two (2) shift operation will be granted a 30 minute unpaid lunch period and two (2) paid rest periods of 15 minutes, one in each half shift.

Employees assigned to a three (3) shift operation will be granted a 20 minute paid lunch period and two (2) paid rest periods of 15 minutes, one in each half shift.

In the event of overtime exceeding the normal shift, one additional ten (10) minute paid rest period will be taken before the overtime starts.

There will be a five (5) minute wash-up period immediately prior to the lunch break and a five (5) minute paid wash-up period immediately prior to the end of shift.

25.03

If an employee is required to change shift, such change will be by seniority unless mutually agreed otherwise. Employees will be given five (5) days notice. In the event the Company fails to provide advance notice the Company will pay time and one half for the first day of work

25.04

In the event it becomes necessary for the Company to change the starting and stopping time of the normal shifts, or establish new shifts because of customer requirements, employees will be given at least five (5) days advance notice whenever possible.

25.05

All employees shall rotate from one shift to the other every two (2) weeks, except where the requirements of the job indicate necessity for a steady day or afternoon operation, as determined by the Operations Manager.

ARTICLE 36 - HOLIDAYS

26.01

During the length of this Collective Agreement, the Company agrees to observe the following paid holidays as described below:

Statutory Paid Holidays

New Years Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Non-Statutory Paid Holidays

Easter Monday
Friday preceding Victoria Day
Friday preceding Labour Day
Friday preceding Thanksgiving Day

Three additional days corresponding to GM production schedules during the Christmas holiday period.

In the event the Company acquires multiple customers, the parties agree to discuss how best to ensure that the customer's needs are satisfied should the holiday schedules differ.

26.02

A seniority employee shall receive eight (8) hours pay at the employee's straight time rate for such paid holiday, providing the employee works the full regular scheduled days immediately preceding and following the paid holiday. An employee who is absent from work on the regular work day preceding or following the paid holiday will be paid for the holiday, provided he/she furnishes satisfactory proof that such absence was for reasonable cause, or he/she is excused in writing by the Company. An employee shall not lose more than two (2) paid holidays for any one day of absence. Lateness of up to two (2) hours the scheduled day prior to the holiday, and home early two (2) hours the scheduled day following the holiday will not be considered as failure to have worked the full scheduled shift.

26.03

Employees laid off in a reduction of the work force during the work week prior to or during the week in which the holiday falls, shall receive pay for such provided that they would otherwise qualify and provided they work their last scheduled work day

26.04

When a holiday, specified herein, falls within an eligible employee's approved vacation period, and they are absent from work during their regular scheduled work week

because of such vacation. shall receive an extra day off for each holiday and they shall be paid for such holiday.

26.05

Employees requested to work on a specific holiday and accept to work but fail to report for and perform such work, and their absence is not for a reasonable cause, shall not receive holiday pay under this holiday pay section for that specific holiday only.

26.06

When an employee is on layoff, sick leave or on an approved leave of absence and returns to work following the holiday, but during the week in which the holiday falls they shall be eligible for pay for that holiday.

26.07

Should the annual vacation shutdown begin on a qualifying day following a paid holiday, such qualifying day shall be waived.

ARTICLE 27 - VACATIONS

27.01

The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation is determined by the employee's length of service as June 30th each vacation year. The amount of vacation pay is based on total earnings (including vacation paid) between July 1 and the start of the approved vacation period, calculated at the percentage shown below for accredited years of service.

27.02

Each employee who completed one (1) year or more of service as of June 30, will receive vacation pay and shall be granted leave of absence for vacation purposes in accordance with the following schedule:

VACATION		
Less than 1 year	0 weeks	4%
1 year and less than 5 years	2 weeks	4%
5 years and less than 10 years	3 weeks	6%
	- -	
10 years and less than 15 years	4 weeks	8%
Over 15 years	5 weeks	10%

27.03

The Company reserves the right to schedule vacations either individually, or in groups, during the period July through June 30. Preference will be given to the employees having the greatest seniority. Vacation shall not be accumulated year to year.

27.04

The Company will post the annual vacation shutdown by May 1st, or as advised by customer plants. Employees will have thirty (30) days immediately following postings to submit vacation requests in writing to management. Employees will be notified in writing within five (5) working days after the deadline for vacation requests whether or not their request can be granted. Every effort will be made to grant the employee's request considering the needs of production and giving preference to seniority All

requests made after the thirty (30) day deadline will be given last preference regardless of seniority.

ARTICLE 28 - PROTECTIVE CLOTHING

28.01

The Company will pay each seniority employee a protective clothing allowance amounting to \$70.00 in each year of the Collective Agreement. This allowance will be paid upon proof of purchase.

During the life of this Agreement, the Company further agrees to provide the City Drivers with a pair of leather gloves on a quarterly basis, and provide winter jackets annually.

ARTICLE 29 - PENSION PLAN

'901

The Company will establish a defined benefit pension plan based on \$20.00 per month, per year of service, and will commence upon the ratification of this Agreement, which will be formally set out in a pension document. The pension document shall form a part of this Collective Agreement. Early retirement without reduction will be available for members who have reached age sixty (60) and have at least twenty (20) years of service. The pension will be paid for life, or at least ten (10) years in any event. The pension plan cannot be changed without the consent of the bargaining agent.

29.01 a)

Employees will become members of the plan after completion of the probationary period, and service will be credited back to the service date

29.01 b)

On the establishment of the plan, credited service (50%) will be retroactive for existing employees; i.e. the benefit rate will apply to past and future service.

ARTICLE 30 - PAID EDUCATION LEAVE

30.01

The Company agrees to pay 1.5 cents (\$.015) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid by cheque made payable to CAW Leadership Training Fund, on a quarterly basis into a trust fund established by the National Union, CAW, effective from the date of ratification of this Agreement, and sent by the Company to the following address:

CAW Family Education Centre, PEL Training Fund
205 Placer Ct.
Willowdale, ON M2H 3H9
Attention: Ms. Andrea Bewish

30.02

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Such level of absence is to be intermittent over a twelve (12) period from the first day of leave. The Union and the Company agree that a maximum of two employees, who will continue accrue seniority and benefits during such leave, will be on such leave of absence at any one time.

ARTICLE 3 I - SOCIAL JUSTICE FUND

31.01

The Company agrees to establish a Social Justice Fund, the purpose of which is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

31.02

Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$.01) for each straight time hour worked in a thirteen (13) week period. The Company will make these quarterly payments provided that:

- a) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- b) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- c) The Union obtains and maintains a favourable income tax ruling from the federal department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible;
- d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation;
- c) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 1. Contributions to other Canadian non-partisan charities **that are** registered under the Income Tax Act.
 2. Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA) or any successor body that performs like functions.
 3. Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making financial contributions.
 4. Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

The Company and the Union agree that the Company shall be under no obligation to begin making quarterly contributions set forth above until such time as the Union provides it with documentation to establish that the requirements of points (a) to (d) above have been, and are continuing to be met. Upon the Union providing this documentation to the Company, the Company at the next quarterly contribution date will make that contribution and all previously unpaid quarterly contributions to the fund's non-profit corporations.

Thereafter, the Company will pay each subsequent quarterly contribution as set forth above, for the life of this Agreement, as long as the requirements for (a) to (d) above continue to be met by the Union.

ARTICLE 32 - PAYMENT OF THE BARGAINING COMMITTEE

32.01

Prior to the expiry date of this Agreement, and for the thirty (30) calendar days following the expiry date, members of the Bargaining Committee, including members of any sub-committees, will be compensated to a maximum amount of \$5000.00 per plant for the time spent during regular working hours in negotiating renewal of the Collective Agreement with the Company representatives.

ARTICLE 33 - WAGES AND CLASSIFICATIONS

A

33.01

Wages shall be on the basis set forth in the Schedule of Classification and Wage Rates, attached hereto and marked Appendix "A", effective with ratification of this Agreement on May 26th, 1997.

33.02

Employees will be paid a shift premium of .25 cents (\$0.25) per hour for the afternoon shift and .35 cents (\$0.35) per hour for the midnight shift.

33.03

Overtime premiums shall be established as follows:

- a) Time and one-half will be paid for all time worked prior to an employee's normal starting time and beyond an employee's normal quitting time in any day in the regular work week.
- b) Time and one-half will be paid for all time worked on Saturdays.
Double time *will* be paid for all time worked on Sunday except when it is part of an employee's normal Monday midnight shift.
- Double time will be paid for all time worked on a paid holiday covered under this agreement.
- e) Straight time will be paid for all time worked on a non-statutory paid holiday.

ARTICLE 34 - BENEFITS 1⁶

34.01 - Life, Accidental Death and Dismemberment Insurance

Employees on active payroll who have completed their probationary period with the Company shall be eligible for the life insurance benefit of 1.5 times annual earnings to a maximum of \$60,000 and basic accident death and dismemberment insurance with benefits amount paid under the group life insurance plan.

Employees with more than three (3) but less than twelve (12) months service, will pay fifty percent (50%) of the monthly premiums by payroll deductions. the Company will pay the total Insurance premiums for employees with more than twelve (12) months service. - - - -

34.02 - Extended Health and Dental

Employees on active payroll who have completed their probationary period with the Company shall be eligible for extended health and dental care as described in the Aetna Insurance Company benefit booklet.

Employees shall not be required to co-pay any portion of approved claims under the Extended Health and Dental care plan.

Employees with three (3) months service, but less than twelve (12) months service will pay fifty percent (50%) of monthly premiums by payroll deductions. The Company will pay the total insurance premiums for employees with more than twelve (12) months service. 4

The Company will issue a drug card to purchase prescription drugs. A one dollar (\$1.00) usage fee will apply. Where applicable, prescription drugs will be generic. however if a patient has an intolerance, a brand name drug would be prescribed.

34.03 - Vision Care

Benefits under this plan will be limited to \$50.00 in year one, \$75.00 in year two, and \$100.00 in year three of this Agreement for all employees.

34.04 - Long Term Disability

The Company agrees to pay 100% of the premiums for Long Term Disability

Employees shall be entitled to Weekly Indemnity benefits as follow:

Accident - zero (0) day

Hospitalization - first day

Illness - seventh day of illness to a maximum of seventeen weeks

34.05

Christmas Bonus

The Company will pay a Christmas bonus of \$160.00 to each employee on active payroll on December 1st of each year of this agreement. Payment will be made by separate cheque or deposit, all appropriate deductions apply.

"Active" applies to all full time hourly employees on the MAS payroll list. Employees on an extended leave of absence for personal reasons, absent due to illness or injury, (compensable or non-compensable) layoff or maternity are entitled to receive the bonus upon their return to work.

ARTICLE 35 - PAY DAY

35.01

Pay day shall be once per week, by direct bank deposit on Thursday

ARTICLE 36 - COPY OF AGREEMENT

The Company and Union mutually agree to share the cost of the printing of the new Collective Agreement by a union printer.

ARTICLE 37 - DURATION OF AGREEMENT

37.01

This Agreement will remain in effect from May 26th, 1997 to May 25th, 2000, and
unless either party gives to the other party written notice of termination or of a desire to
amend the Agreement, then it shall continue in full force and effect from year to year
thereafter. Notice that amendments are required or that either party intends to terminate
the Agreement will only be given during the period of not more than ninety (90) days
prior to the expiration of said Agreement.

This Agreement is hereby signed on behalf of the parties hereto **by** their authorized
representatives on the 26th day of May 1997.

Letter of Understanding

Workplace Harassment

During the negotiation of this Agreement, the Company and the Union agreed to implement, within the first six (6) months of this Agreement, an anti-harassment training program for all MAS employees. In particular, the parties agreed to the following:

In recognition of the requirements at MAS, the anti-harassment training program shall be mutually developed by the Human Resources Department and the Chairpersons, referencing the anti-harassment programs implemented by the CAW-Canada Human Rights Department;
MAS Plant Managers, Shift Managers, Supervisors and CAW Chairpersons, Committee persons and alternates shall attend a one (1) day training session;
CAW Health and Safety representatives and all bargaining unit members shall attend a training session as conducted by the Company

Letter of Understanding

Union Representation

During the negotiation of this Agreement, the Company and the Union agreed that in the event of the consolidation of the Oshawa, Tricont and South Blair plants to a single location, the parties shall meet to determine and mutually agree upon the terms of Article 8.

Letter of Understanding

Health and Safety Representation

During the negotiation of this Agreement, the Company and the Union agreed that in the event of the consolidation of the Oshawa, Tricont and South Blair plants to a single location, the parties shall meet to determine and mutually agree upon the terms of Article 11.02.

Letter of Understanding

Group Benefits

In the event the Company changes insurance carriers over the term of this Collective Agreement, the benefit level will remain unchanged.

Letter of Understanding

Pay Adjustments

During the negotiation of this Agreement, the Company and Union agreed that the grievance settlement, TRI445, dated at Whitby, this 9th day of December 1996, shall continue during the life of this Agreement.

Whereas the Union submitted *grievance* # TRI 445 alleging violation of Article 34 and 36.

And whereas the parties to these minutes have agreed to resolve the foregoing grievances and any and all outstanding claims against the employer in accordance with the terms of these Minutes of Settlement.

Now therefore the parties agree as follows:

Resulting from Company payroll error, and when an employee experiences a shortage in his/her weekly compensation, the Company will disburse a separate cheque to cover the shortage as follows:

- a) If the shortage is in excess of two (2) hours equivalent pay, and the request is received prior to 9:00 am on Friday, disbursement will be made prior to shift end on Friday.
- b) Shortages of less than two (2) hours will be compensated for on the employee's next regular pay.
- c) The Company agrees to distribute pay statements by Thursday noon.

The Union agrees to withdraw the above grievance without precedent and prejudice to any other disputes.

Letter of Understanding

Seniority List

During the negotiation of this Agreement, the Company **and the** Union agreed to the consolidation of the seniority list.

CLASSIFICATION AND WAGE SCHEDULE

PROBATIONARY EMPLOYEES:

(FIRST SIXTY DAYS WORKED) - \$1.50 UNDER REGULAR RATE

\$0.50 INCREASE EACH TWENTY DAYS WORKED

YEAR ONE YEAR TWO YEAR THREE

RATES FOR SENIORITY EMPLOYEES:

<u>B</u> PRODUCTION OPERATOR	\$15.10	\$15.60	\$16.10
LIFT TRUCK DRIVER	\$15.10	\$15.60	\$16.10
WORKING TEAM LEADER	\$15.60	\$16.10	\$16.60
CITY DRIVER	\$16.00	\$16.50	\$17.00
MAINTENANCE ATTENDANT	\$19.80	\$20.20	\$20.50
MAINTENANCE ATTENDANT TRAINEE	\$16.80	\$17.20	\$17.50
TEMPORARY EMPLOYEES	\$13.60	\$14.10	\$14.60

This agreement is hereby signed on behalf of the parties hereto by their authorized representatives on the

_____ day of _____, 1997

Mackie Automotive Systems (Oshawa) National Automobile, Aerospace,
Mackie Automotive Systems (Whitby) Inc. Transportation and General
Workers Union of Canada
(CAW-Canada)

Eric Windeler

Lorna Moses

Don Tonti

Mike Shields

Rocco Tamburro

Ron Boivin

Cathy Henry

Shannon Dewitt

John Miller

Vivian Terrelonge

Marc Long

Ray Bint

Greg Bint

NOTES

