

THIS AGREEMENT ENTERED INTO AS OF THE 6 TH DAY OF MAY, 2006

B E T W E E N :

BURLINGTON TECHNOLOGIES INC.
Burlington Division

(Hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 504

(Hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE I

1.01 Purpose

The general purpose of this agreement is to establish and maintain collective bargaining relations between Burlington Technologies Inc., Burlington Division, situated at 3267 Mainway, Burlington, Ontario and its employees. To provide machinery for the prompt disposition of grievances and to establish and maintain the negotiated working conditions set out herein for all employees who are subject to the provisions of this agreement. The Union recognizes that in order to provide a proper relationship between the parties, the company must be kept in a strong, competitive market position.

1.02 No Discrimination

The Company and the Union agree that there will be no discrimination, interference, restrictions or coercion exercised or practiced in accordance with the Ontario Human Rights Code, with respect to any employee by reason of age, marital status, sex, sexual orientation, race, creed, colour, national origin, political or religious affiliation, record of offenses, disability, nor by reason of union membership or activity.

1.03 Joint Workplace Harassment

The Company will provide training on changes to the Joint Workplace Harassment Policy and will provide training to new employees.

ARTICLE II - SCOPE & RECOGNITION

- 2.01 (i)** The Company recognizes the Union as the exclusive bargaining agent of all employees of Burlington Division situated at 3267 Mainway, Burlington, Ontario save and except supervisors, persons above the rank of supervisor, management trainees, office and sales staff, security guards.

Students employed during the school vacation period to perform 'bargaining unit work' shall have Union dues deducted in accordance with Article IV of this Collective Agreement while so employed.

- (ii)** The Company will provide the Union with an office in the plant, such office to include a telephone, desk, computer, *printer* and chair of the Company's choice. *The Internet access provided to salaried employees will be made available to the Union.*

2.02 Bargaining Unit Work

Subject to Article 2.03, the Company agrees that Supervisors, as well as others not subject to this agreement, will not perform work which is normally performed by bargaining unit employees, except when necessitated by duties such as:

- (a) instruction or training;
- (b) resolving problems or in case of urgency or emergency, new or changed equipment start-up, or for the purpose of investigating an operation, experimentation, development and/or obtaining information, or when equipment difficulties are encountered;
- (c) during periods when regular employees are unavailable.

If a Union representative (i.e., steward or committee-person) *or an employee* inquires about a non-bargaining unit employee of the Company performing bargaining unit work they will be furnished with an explanation by their Supervisor.

2.03 Contracting Out

It is recognized and understood that, at times, and for varying reasons, it is not practical or advisable for certain work to be performed in house. The Company therefore, reserves the right to decide how and by whom any work is to be performed. Should the Company contract out work it will have advance discussions with the *Plant Chairperson and applicable Zone Committee Person* providing it with the nature, scope and approximate dates of the work to be performed and the reasons why management is contracting out work. At such times, the Company is expected to afford the Union an opportunity to comment on the Company's plans and give appropriate weight to those comments in the light of all attendant circumstances. No bargaining unit employee with the necessary skill and ability to do the available work shall be on layoff while such work belonging to the Company is being performed by outside contractors, provided that the Company has the necessary facilities and equipment to perform such work. In emergency situations where discussion has not been possible and the Company must let a contract, the Company will meet with the *Plant Chairperson and applicable Zone Committee Person* to explain the reasons why at its earliest possible convenience.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The Union acknowledges and agrees that it is the exclusive right of the Company to manage the industrial enterprise in which it is engaged in all respects. Without restricting the generality of the foregoing, management's rights shall include the following:

3.02 The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations to be observed by its employees, such rules and regulations not to be contrary to the express provisions of this agreement, and any changes or additions to such rules and regulations to be first explained to the Plant Committee. The right to discipline and discharge employees for just cause. The Union recognizes the right of the Company to operate and manage the business in all respects.

3.03 The right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and subject to Article 14 hereof, who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time; and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

3.04 The sole and exclusive jurisdiction over all operations, buildings, machinery, tools, equipment and employees shall be vested in the Company.

3.05 The Company will not exercise its rights contrary to any express provisions of this agreement.

ARTICLE IV - UNION SECURITY

4.01 The Company will provide a new employee on the first day or before of employment with the Company up to fifteen (15) minutes with the Plant Chairperson or the Zone Committee person for the purpose of orientation and information about the Union and the rights and obligations of membership in the union.

Each employee in the bargaining unit shall become a member of the Union by paying the Union initiation fee after two hundred forty (240) worked hours and shall remain a member of the Union to the extent of paying the amount of monthly dues uniformly required as a condition of acquiring or retaining membership in the Union so long as they remain in the bargaining unit.

4.02 In accordance with Article 4.01, the Company will obtain from the employee concerned, a signed authorization form, provided by the Union and will deduct such amounts as are authorized in writing by a duly authorized official of the Union from the employee's first pay payable each month.

All deductions of any Union dues shall be remitted to the Financial Secretary of Local 504 (CAW) by the end of the month.

The Company will supply the Union with a list of employees from whom deductions were made and these amounts will be forwarded to the Financial Secretary of Local 504 (CAW). Any deductions made in error by the Company will be refunded by the Union.

4.03 If during the regular pay for deductions of Union dues, an employee because of absence has no earnings, but has forty (40) hours or more pay in such month, such deduction shall be deferred to the regular deduction period in the following month.

4.04 The Company will supply to the Union Committee the following information on a monthly basis:

- a. Name, badge number, hourly rate and classification of all employees in the bargaining unit.
- b. Employees transferred into and out of the bargaining unit.
- c. The number of hours worked.
- d. Employees on weekly sick benefits, and WSIB.
- e. Employees laid off or recalled.
- f. Employees who have lost seniority.
- g. Names of retired employees.
- h. List of Supervisors and other Management personnel involved in the administration of this agreement or the direction of bargaining unit employees.
- i. A list of temporary transfers over the last 30 days.

In addition, in April of each year the Company will supply the Union Committee with the address and telephone number of employees covered by this agreement. The Company will not be liable in the event an employee objects to the release or use of the information.

ARTICLE V - PLANT COMMITTEE

5.01 (i) The Company acknowledges the right of the Union to appoint or otherwise select from employees in the bargaining unit having seniority, a Plant Committee comprised of not more than four (4) members, one of whom shall be the Plant Chairperson. The other three Committee persons shall be designated Zone Committee- persons and shall be selected from the employees in, and shall represent the employees in, their designated zones. The designated zones shall be:

- (a) Zone 1- Toolroom, Maintenance
- (b) Zone 2- Diecasting, Furnace
- (c) Zone 3- Finishing and all others

(ii) The Function of the Plant Committee shall be to:

- (a) attend all Union/Management meetings,
- (b) act as the negotiating Committee for the renewal of this agreement,
- (c) handle grievances at the designated step of the grievance procedure.

(iii) The Plant Committee will be assigned to steady days.

(iv) No employee elected to the Plant Committee or Health and Safety Co-chair, will have their individual classification adjusted during time in office, and will not be restricted from posting for any job.

5.02 The Company acknowledges the right of the Union to appoint or otherwise select from employees in each of the designated zones, having seniority, a steward for each

shift for the purpose of handling a grievance of an employee in such zone at the designated step of the grievance procedure.

In administering the foregoing there shall be only one (1) steward from each zone for each shift. Where the designated zone steward is not scheduled on a shift the Union may appoint an acting zone steward for such shift. The Union Committee shall give the Supervisor a written notice of such temporary appointment.

5.03 The President of the Local and one or more National Representatives of the Union may be present and participate in any meeting of the Plant Committee and the Company. The Union shall give the Company advance notice of the attendance of any National Representative other than the one who is normally responsible for the administration of this agreement. The Company may have present persons other than management personnel.

5.04 It is recognized and agreed that stewards and members of the Plant Committee have regular and principal duties to perform in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to perform their functions as stewards or committee persons.

Therefore, before leaving their regular work, a steward or Committee person must request and obtain the permission of their Supervisor and, if requested, shall explain to the Supervisor the purpose of the request. The Supervisor's permission shall not be unreasonably withheld, provided the steward and/or Committee person will expeditiously attend to their duties so that no unnecessary loss of time will result therefrom. If the steward or Committee person's business takes them to another Zone, they will notify the Supervisor of such other Zone of their presence and purpose. The steward or Committee person will advise their Supervisor upon returning to their regular work.

5.05 As a result of the Union's undertakings contained in Article 5.04 the Company will compensate the employees referred to therein for time lost from their regular working hours at their straight-time base hourly rate of pay plus Cost of Living Adjustment (COLA) exclusive of any premiums or add-ons in accordance with the following:

- (a) for preparation for and attendance at any Union/Management Meetings;
- (b) reasonable time for the processing and investigating of a grievance at the designated step of the grievance procedure, but not including arbitration;
- (c) for four (4) members of the Plant Committee in the preparation and negotiations for the renewal of this agreement, up to but not including conciliation or meetings beyond conciliation.

5.06 The stewards and members of the Plant Committee are officials of the Union and accordingly the Union shall supply the Company, in writing, with a list of such officials and any other officials who represent the Union, and the Union agrees to keep such list up-to-date at all times.

5.07 The Plant Committee and the Company Management shall meet at times mutually agreed upon. Necessity for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of subjects to be discussed. The parties shall meet within five (5) days of either party submitting an agenda provided that such meetings do not exceed one meeting every 30 days.

ARTICLE VI -GRIEVANCE PROCEDURE

6.01 The grievance procedures herein provided for are among the most important matters in the successful administration of this agreement. The Company and the Union therefore, agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this agreement and the specifically designated grievance procedure shall be strictly followed and not deviated from in any respect. Wherever the term "grievance procedure" is used in this agreement it shall be considered as including the arbitration procedure. Nothing contained herein shall preclude the parties from discussing other disputes, controversies or problems that are not grievances.

6.02 No employee shall have a grievance until the employee has discussed their complaint with their Supervisor. If the employee's Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's grievance may be processed as follows:

STEP NO. 1

The employee shall promptly submit their grievance to their steward who, together with the grievor shall present the same in writing to the Supervisor as promptly as possible but no later than *two (2) weeks* after the facts giving rise to the grievance became known or should have reasonably become known to the grievor. The Supervisor shall deal with the grievance and shall deliver their answer in writing to the steward as soon as possible but not later than *one (1) week* next following the day upon which the Supervisor receives the written grievance from the steward.

STEP NO. 2

If the decision of the Supervisor is not satisfactory, it may be appealed therefrom by the designated Zone Committee person delivering a written appeal to the Manager within *ten (10) calendar days* following the written decision of the Supervisor. A meeting shall be held within *ten (10) calendar days* between the Zone Committee person and the steward involved on the one hand, and the Manager and the Supervisor involved on the other hand. The Manager shall render a decision, in writing to the Zone Committee person not later than *ten (10) calendar days* following the day upon which the aforesaid meeting was held.

STEP NO. 3

If the decision of the Manager is not satisfactory, it may be appealed therefrom by the Union delivering a written appeal to the *Plant Manager* or delegate within *ten (10) working days* from the delivery of the decision of the *Manager* to the Zone Committee person at Step No. 2 above. A conference between management representatives and the Plant Committee shall be held not later than *ten (10) days* after the written appeal is delivered to the *Plant Manager* or delegate. The Company shall have the right to have any other representative or representatives present as it may select. The *Plant Manager* or delegate shall give the Company's written decision on the grievance within *ten (10) days* following such meeting and if the decision is still unsatisfactory to the employee and/or the Union, the grievance may be submitted to arbitration pursuant to the provisions hereof.

6.03 At any step of the grievance procedure the aggrieved employee shall attend if their presence is requested by either party.

6.04 (i) In the event the grievance is not settled at Step No. 3 the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within *thirty (30) days* from the delivery of the decision at Step No. 3 but not thereafter. If the request for arbitration is not so given within such *thirty (30) day period*, the decision at Step No. 3 shall be final and binding upon both parties to this agreement and upon any employee involved.

(ii) *The sole arbitrator shall be selected by draw from the following panel:*

*Randy Levinson
Peter Barton
Ross Kennedy
Rick McDowell
Louisa Davis
Bill Kaplan*

If the arbitrator whose name was drawn cannot offer available dates which are agreeable to the parties, the parties will draw a new name.

(iii) The party having carriage of the grievance may elect to apply for expedited arbitration, and must notify the other of its intent to do so within 15 days of the receipt of the 3rd step grievance.

(iv) Grievance Commissioner

(a) As an alternative to the procedure in (ii) or (iii) the parties may agree, in writing, to refer a grievance(s) for final and binding arbitration to a Grievance Commissioner selected by mutual agreement. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed under (ii) or (iii) above.

(b) The expeditious disposition of such grievance(s) shall be accomplished in the following summary manner:

(i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him/her, considering one grievance at a time. Such decision shall be consistent with the provisions of this Agreement and shall not alter, modify or amend this Agreement.

(ii) The decision of the Grievance Commissioner shall apply only to the grievance so presented, considering one grievance at a time, and shall not constitute a precedent to be referred to by either party or used in any future arbitration. However, with respect to the individual grievance so presented, the decision shall be final and binding upon the Company, the Union, and the grievor. In view of this, a Policy grievance shall not be arbitrated under this 6.04 (iv).

(iii) The fees and charges of the Commissioner shall be born equally by the two (2) parties hereto.

(iv) The parties shall meet at least thirty days prior to the hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in a joint Agreed Statement of Facts by the parties. In addition, a Joint Statement of Evidence will be prepared by both parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing.

(v) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing, the parties may make further representations or adduce such evidence as the Grievance Commissioner may permit or require.

(vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of hearing.

(c) It is understood and agreed that grievance related to discipline (excluding suspension and termination) may be referred by either party but other cases may not be referred to a Grievance Commissioner without the mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this Agreement.

(d) It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this Agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

(e) This system shall be on a trial basis which may be discontinued by either party by giving written notice to the other.

(v) In the event that an arbitrator has not been agreed upon in either 6.04(ii), (iii) or (iv) above within 30 calendar days of the notice to arbitrate the party seeking arbitration shall, within a further 10 calendar days, apply to the Minister of Labour for the appointment of an arbitrator. Failure to apply for an appointment by the Minister within that time shall be deemed to be abandonment of the grievance.

6.05 Anything to the contrary contained herein notwithstanding, the arbitrator shall have no power to add to, subtract from or modify any of the terms, conditions or provisions of this agreement or any agreement made supplementary thereto.

In the event the arbitrator finds that the Company did not have just cause for disciplining or discharging the employee, as the case may be, the arbitrator may modify the penalty to one which is just and equitable in the circumstances.

6.06 The fees and charges of the arbitrator shall be borne equally by the two (2) parties hereto.

6.07 The time limits and other procedural requirements set out in this Article VI are mandatory and not merely directory, therefore, failure to put a grievance in writing at the proper Step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one (1) step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration that has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The mandatory provisions of this Article VI shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties. *Section 48(16)* of the Ontario Labour Relations Act shall not apply.

6.08 A decision reached at any stage of the grievance procedure between the Company and the Union, or at arbitration, shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by mutual agreement. If a written grievance is settled at Step 1, 2, or 3 of the grievance procedure, both the Company and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was.

6.09 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within *two (2) weeks* from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within *one (1) week* of the presentation of the written grievance and shall take place within the framework of *Step No. 3* of Article VI hereof. The Company or the Union, as the case may be, shall give its written decision within three (3) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within *thirty (30) days* of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

The provisions of this Article 6.09 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, or have instituted, and the provisions of Article VI shall not be bypassed.

6.10 Group Grievances

Group grievances shall be processed in the normal manner as employee grievances and shall be signed by the employees so affected and shall commence at Step No. 1.

6.11 (i) Discipline

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

No disciplinary action shall remain against an employee's record for a period longer than twenty-four (24) months.

Discipline is defined as any warning or suspension to an employee. A copy must be given to the Zone Committee-person.

(ii) Suspensions and Discharge Cases

Company action with respect to suspension or discharge will be taken as expeditiously as reasonable possible having in mind relevant factors such as investigation time and the need to assess evidence given in a court hearing.

A claim by a seniority employee that they have been suspended or discharged without just cause shall be treated as a grievance and shall commence at *Step No. 3* of Article 6.02 provided a written grievance signed by the employee and their steward is presented to the designated officials of the Company within five (5) working days after notice of the suspension or discharge.

When an employee is to be suspended or discharged:

- (a) the Zone Steward or other available Union representative will be present at the meeting at which the employee is being suspended or discharged, and
- (b) the reason or reasons for the suspension or discharge will be given in writing as expeditiously as reasonably possible after such discipline or discharge is imposed, and whether expressly stated or not, such reason or reasons shall be deemed to include the employee's discipline record, and
- (c) the Company will give the Plant Chairperson or their designate a copy of the notice of suspension or discharge and the presentation of such notice to the Plant Chairperson or their designate is deemed to be notice to the employee as to the date upon which the Company gives such notice to the Plant Chairperson or their designate.

When an employee has been suspended or discharged while on the Company premises they may interview their Committee person or if they are absent, the zone steward, privately, in a room provided by the Company for a reasonable period of time, not to exceed fifteen (15) minutes in the case of suspension or thirty (30) minutes in the case of discharge, before leaving the Company's premises.

The discharge of a probationary employee shall be deemed to be a matter that does not come within the scope of this agreement and therefore will not be questioned by the Union nor grievable nor arbitrable. However, probationary employees shall be entitled to all other rights accruing to employees under this agreement unless otherwise specifically excluded.

ARTICLE VII - NO STRIKES OR LOCKOUTS

7.01 The Union undertakes and agrees that during the term of operation of this agreement and while negotiations for its renewal are in progress, neither the Union nor employees will take part in or encourage or support any strike, picketing, stoppage, slowdown or other curtailment of or interference with work and the Company agrees that there shall be no lockout. Any employee who violates this paragraph may be subject to discharge by the Company.

7.02 The Union agrees that should any strike or other action as referred to in Article 7.01 hereof be taken by the employees covered by this agreement, it will promptly instruct those employees who participate in such action to carry out the provisions of this agreement, and to return to work and perform their duties in the usual manner, and the Union will exercise its best efforts to do the foregoing.

ARTICLE VIII - SENIORITY

8.01 (i) An employee shall be considered a probationary employee until the employee has performed three hundred and sixty (360) hours of work for the Company within a twelve (12) month continuous period. During such probationary period the employee will have no seniority rights, however on the successful completion of the foregoing probationary period the employee will become a seniority employee and will be credited with seniority from the first day on which the employee performed work for the Company in such twelve (12) month period. Where two (2) or more employees would have the same seniority, they shall be put on the seniority list in alphabetical order of their surnames as given on date of hire.

8.02 Seniority lists of employees shall be maintained by the Company on a Zone basis and also on a plant-wide basis and each list shall show the employee's appropriate seniority date. Seniority lists shall be revised every three (3) months and a copy supplied to the Plant Chairperson and a copy posted on each plant bulletin board. When an employee has left the bargaining unit and later returns with a changed plant-wide seniority date the Company will notify the Chairperson in writing.

An employee shall not use their seniority to displace another employee in the same classification who is at a higher rate level in the same classification than they are.

Any employee who transfers to the apprenticeship trades classification by exercising seniority rights on an indefinite layoff, recall or job bidding shall lose their seniority rights in their former Zone, except as provided in the "grace period" provision of the Apprenticeship Standards, and commence a new Zone seniority date from the date of entry. The employee shall continue to maintain their plant-wide seniority should the employee transfer to another Zone.

Any employee who transfers to another Zone by exercising seniority rights on an indefinite layoff, recall or job bidding shall lose their seniority rights in their former Zone after they work four hundred and eighty (**480**) hours in the new Zone at which time their seniority in the new Zone shall be equal to their plant-wide seniority. However, in cases of layoffs, when an employee's former job opens up within such seven hundred and twenty (720) hours worked in the new Zone, the employee shall have the opportunity to return to their former job before such job can be declared a vacancy.

An employee shall hold seniority in only one zone at a time.

8.03 The Plant Committee and the President, Vice President, Financial Secretary and Recording Secretary of Local 504 and the Union's Joint Health & Safety Committee Co-Chairperson who shall also be a certified representative will, for purposes of retaining employment in the face of a lay-off, have preferred seniority on a plant-wide basis so long as there is work available which they are qualified to perform.

The designated zone steward will, for the purpose of retaining employment in the face of a layoff, have preferred seniority, only in their zone of representation, so long as there is work available which the zone steward is qualified to perform.

The Union's Joint Health & Safety shift representatives, to a maximum of one (1) per shift, will for the purpose of retaining employment in the face of a lay-off, have preferred seniority, only on their shift, so long as there is work available which the representative is qualified to perform.

If the Union's Joint Health & Safety Committee Co-chairperson or shift representative misses two (2) attendances in a calendar year at a meeting and/or plant tour of the Joint Health & Safety Committee for reasons other than vacation, approved leave of absence, Weekly Indemnity or Workers' Compensation, they shall lose the preferred seniority conferred by this Article 8.03.

8.04 The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this agreement is not covered by this agreement. If any employee on a seniority list is so transferred or appointed and later is transferred back to a position which is covered by this agreement, the seniority which they had at the time of transfer from the bargaining unit shall be accredited to their seniority standing upon re-entry to the bargaining unit provided they return to the bargaining unit within three (3) months from the date of such transfer. When returning to the bargaining unit an employee shall exercise their seniority within the Zone from which they were transferred. If the transfer to the position not subject to the provisions of this agreement is longer than three (3) months, the employee then will have no seniority upon return to the bargaining unit and will return as a new hire for seniority purposes.

8.05 (i) Lay-Off and Recall

The term "layoff" as used herein shall mean the imposed absence from work for more than five (5) consecutive complete shifts. When employees are to be laid off from the plant the following procedure will apply:

- (a) The Company will determine the number of surplus employees in each classification and Zone and will prepare two (2) lists of such employees, one (1) by classification and Zone, and one (1) plant-wide seniority.
- (b) A meeting will be held within the framework of Article 8.07 between the Company and the Union Committee at which time the Company will furnish the Committee with the lists referred to in paragraph (a) above, and the Company and the Union will go through steps (1), (2) and (3) following.
 - (1) Probationary employees will be laid off first, providing the remaining employees are qualified to perform the work required,

thereafter,

- (2) the junior employee in the classification having surplus employees in that Zone shall exercise their seniority by displacing an employee in the Zone with the least Zone seniority in a classification in the next lower pay grade whose job they are qualified to perform,

thereafter.

- (3) the employee displaced as a result of (b) above shall exercise their seniority by displacing an employee in the Zone with the least Zone seniority in the next lower pay grade whose job they are qualified to perform, and so on.

- (c) When steps (b1), (b2) and (b3) have been completed a list of the employees who are junior and surplus to their Zone will be prepared in descending order of seniority (i.e., the employee with the most seniority will be at the top and the employee with the least seniority will be at the bottom). The term "junior" employee means the employee having the least seniority.

- (1) The employees on the list referred to in paragraph (b3) above shall, in descending order of seniority (i.e., the most senior employee has first choice, and so on), displace a like number of the most junior employees in the plant who are in an equal or lower pay grade and whose job the seniority employee can demonstrate that they are qualified to perform after an appropriate training period of five (5) working days.

(ii) For example, if after step (c) there are 25 employees surplus to their Zones, then the 25 most junior employees in the plant who are in an equal or lower pay grade will be subject to being displaced from the plant by the 25 surplus employees subject to the employees with the greater seniority being qualified to perform the job within the training period referred to above.

The term 'pay grade' as used herein means rate of pay.

(iii) *Notwithstanding the foregoing, an employee who has previously satisfactorily performed the job in a higher wage grade within the previous thirty six (36) months and to perform such job without training may 'bump upwards' and displace an employee with less seniority in the Zone.*

(iv) The Company shall not be obligated to keep an employee in a job for the full five (5) day training period:

- (a) if the employee is causing damage to machinery or equipment, or
- (b) if the employee is producing an unacceptable amount of product that does not meet the required quality standards.

(v) A displaced employee with seniority who is not entitled to any job within the plant shall be declared laid off, subject to being recalled pursuant to Article 8.06.

(vi) An employee exercising their seniority pursuant to the provisions of this Article 8.05 shall do so by completing the "election form" within one (1) day of being notified

that they are surplus, clearly identifying their job choice and setting out the basis upon which they consider themselves entitled thereto.

(vii) The Company will abide by the notice of termination and severance pay provisions of the *Employment Standards Act*, including all eligibility and exceptions and all other provisions modified as follows:

1. Employees with less than 10 years of service as defined by the Act shall receive:
 - a) notice of layoff as required by the Act.
 - b) Severance pay in the case of a termination as defined by the Act in the amount of 1 week per year of service.
2. Employees with more than 10 years of service as defined by the Act shall receive:
 - a) notice of layoff as required by the Act.
 - b) severance pay in the case of a termination as defined by the Act in the amount of 2 weeks pay per year of service to a maximum of 52 weeks.
3. The amount of notice or severance provided herein shall be deemed to include any amounts required by law and shall not be in addition to the statutory amounts.

(viii) Partial or Total Plant Closure

Where possible, the Company shall advise the Union at least six **(6)** months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

A failure on the part of the Company to provide six (6) months notice shall not trigger any financial or compensation obligations of the Company in favour of the Union or employees.

This Article does not apply to a scheduled shutdown for maintenance and other related purposes.

8.06 Where there is an increase in the workforce while a seniority employee is laid off from the plant, such employee will be recalled in line with their plant-wide seniority subject to the provisions of Article 8.05(c)(1), and Article 8.02 where applicable.

In administering this Article 8.06 the Company will:

- (a) determine the number of additional employees required,
- (b) prepare a list of laid-off employees in descending order of seniority, and
- (c) meet with the Union Committee to review the list to determine the employees to be recalled.

8.07 The Plant Committee and the Company will meet prior to a layoff that will exceed the balance of the shift. The Company will explain the nature of the layoff and discuss it with the Plant Committee. The meeting referred to herein will take place at least forty-eight (48) hours prior to the layoff in all cases where the Company has such prior knowledge of the layoff and its extent. The Company will give as much notice as reasonably practical when a layoff is only for the balance of the shift.

8.08 An employee retained on the seniority list during layoff accumulates seniority subject to the provisions of Article 8.09.

8.09 *Loss of Seniority*

An employee will lose their seniority standing and their employment with the Company will be terminated for any one (1) of the following reasons:

- (a) if the employee voluntarily quits their employment with the Company,
- (b) if the employee is discharged and not reinstated,
- (c) if the employee is absent from work for three (3) consecutive working days without notifying the Company and a justifiable reason,
- (d) if the employee with less than *two* (2) years' seniority is laid off for a continuous period of twelve (12) months, or an employee with two (2) years' seniority is laid off for a continuous period of twenty-four (24) months,
- (e) if the employee fails to notify the Company of their intention to return to work within five (5) working days after mailing of the Company's notice of recall by registered mail or fails to return to work within seven (7) working days after such mailing, without a justifiable reason,
- (f) if the employee fails to return from a leave of absence or a suspension immediately upon the expiry thereof, without notifying the Company and a justifiable reason.
- (g) If the employee accepts alternative employment while on any leave of absence, without first obtaining the consent in writing, of the Company.

8.10 It shall be the duty of every employee to notify the Company promptly of their address and telephone number and of any change in either. The employee shall obtain from the Company a written acknowledgement that it has been notified by the employee of any change. If an employee fails to do the foregoing, the Company will not be responsible for failure of a notice to reach such employee and any notice sent by the Company by registered mail to the address of the employee which appears on the Company's payroll records shall be conclusively deemed to have been received by the employee.

8.11 (i) For layoffs of up to one (1) full shift, no seniority shall be exercised.

(ii) For layoffs of more than one (1) shift but not in excess of five (5) *consecutive complete* shifts, the employee shall have the right to exercise their seniority solely within their Zone provided they are *immediately capable* and qualified to perform the work required *without training or familiarization*. *This does not include the rights in Article 8.05 (iii).*" *The Company will exercise this in a consistent and non-arbitrary manner.*"

(iii) For layoffs of more than five (5) complete working days the provisions of Article 8.05 shall apply.

8.12 Job Posting

(i) When a permanent job vacancy occurs it shall be posted not less than three (3) days. Applicants will be considered in line with their Zone seniority in the zone of the posted job first. Where there is no successful bidder from the Zone, then all others outside the Zone will be considered based on their plant wide seniority. The senior applicant who has the skill and ability to meet the requirements set out in Appendix "A" will be awarded the job.

(ii) When a successful job bidder creates a second job vacancy, the second job vacancy shall be posted for not less than two (2) days. Applicants will be considered in line with their Zone seniority in the zone of the posted job first. Where there is no successful bidder from the Zone, then all others outside the Zone will be considered based on their plant wide seniority.

(iii) When a successful bidder for the second job vacancy creates a further vacancy, it shall be posted in the plant for not less than one (1) working day. All applicants will be considered in line with their Zone seniority in the zone of the posted job first. Where there is no successful bidder from the Zone, then all others outside the Zone will be considered based on their plant wide seniority.

(iv) When a successful bidder for the third job vacancy creates a further vacancy, it shall be posted in the plant for not less than one (1) working day. All applicants will be considered in line with their Zone seniority in the zone of the posted job first. Where there is no successful bidder from the Zone, then all others outside the Zone will be considered based on their plant wide seniority.

(v) Any further vacancy created by the bidding in (iv) above will be filled by the Company without posting as it sees fit.

(vi) If no successful bidder is announced within thirty (30) days from posting or if no new employee is hired within such thirty (30) day period, the job shall thereafter be posted by the Company if the Company desires to fill it.

(vii) All senior applicant(s) not selected for a posted vacancy will be notified in writing to the reasons why.

(viii) The Company shall post within the Zone where the vacancy occurred for not less than three (3) working days the successful applicant or applicants. The Union will be provided with a copy of the posting.

8.13 The job posting provisions of this agreement regarding the selection of applications shall be read and exercised subject to the provisions of Appendix "A".

8.14 An employee who fails to demonstrate that they can perform the job in accordance with the Company's quality and production standards and with the training period as outlined in Appendix "A" shall return to their former job and rate and shall not be eligible to bid again for the same job for six (6) months. An employee must receive written reasons for being removed within five (5) working days after being removed.

8.15 Where an employee is the successful bidder for a position and chooses within a 10 day working period to relinquish the position and return to their former classification, the employee will be restricted from bidding for the same position for a period of six (6) months.

8.16 Where in this article VIII a training period is provided for, it is agreed that the Company shall not be obligated to keep an employee in the job for the full training period:

- (a) if the employee is causing damage to machinery or equipment, or
- (b) if the employee is not producing an acceptable amount of product that meets the required quality standards considering the length of training time for the employee to-date.

In such an event the Supervisor will notify the steward in the Zone as well as the employee before any such action will be taken.

8.17 No employee temporarily transferred shall be given preferential consideration under Article 8.12 because of the experience or skills acquired during such temporary transfer.

ARTICLE IX - LEAVE OF ABSENCE

9.01 All leaves of absences as referred to in this agreement shall be without pay or any other form of compensation.

9.02 The Company may, in its own discretion, grant a leave of absence, without pay, to any employee for legitimate personal reasons, and any person who is absent with such written permission shall continue to accumulate seniority during such absence. It is agreed that the Company will provide the Union with a copy of each leave of absence authorization.

9.03 A leave of absence may be granted by the Company for a period not to exceed forty-five (45) days for the purpose of travelling to a foreign country. The employee will present their travel ticket to the Plant Chairperson and the *Plant Manager* within 5 days if the leave has been approved.

9.04 (i) The Company will grant leave of absences to not more than four (4) seniority employees at the same time for legitimate Union business such as convention delegates, etc., for a period not to exceed twenty (20) working days each year per employee, and in any event, not to exceed a total of eighty (80) days per year in respect of all such employees. The foregoing, however, is subject to the limitation that such leave of absence may be withheld by the Company if the absence of any such employee will interfere with production.

(ii) The Company agrees to grant a leave of absence with fully paid benefits to any seniority employee in good standing who is made President of the Local Union, such leave of absence to be for the term of office. If the President of the Local Union is appointed to carry out the duties as President on a part-time basis, necessary leaves of absence to carry out such duties will be granted provided the employee gives the Company as much notice as possible under the circumstances.

It is agreed that the Local Union President shall notify the Plant Committee Chairperson and *Plant Manager* prior to entering the Plant.

(iii) The Company agrees to grant a leave of absence to an employee who becomes a member of the National Staff for the length of such appointment, including renewals thereof.

(iv) The Company will grant, upon request of the Chairperson of the Plant Committee or the President of the Local Union, permission for not more than four (4) Union representatives at any one time to leave the plant on legitimate Union business without pay, providing such request is made in writing at least one (1) day in advance. This Clause shall be limited to requesting leave of absence of one (1) day or less.

The foregoing, however, is subject to the limitation that such leave of absence may be withheld by the Company if the absence of any such employee will interfere with production.

Employees returning from Union office leave as referred to in Clause 9.04(ii) and (iii) hereof, shall notify the Human Resources Department of their availability and desire to return to work, and the company shall have five (5) working days to return the employee to such work in their previous classification following such notice.

If however, the employee does not have sufficient seniority to return to their classification, or if such classification no longer exists, they will exercise their seniority as they would upon recall from layoff.

9.05 Maternity Leave

The Company agrees to grant a leave of absence to any seniority employee in good standing who applies in writing for a maternity or parental leave according to applicable legislation.

(i) Seniority will accumulate during the period of such leave.

(ii) If the employee fails to report for work promptly after the expiration of the leave, the employee shall be considered to have voluntarily quit.

(iii) Before returning to work, the employee must provide the Company with a qualified physician's certificate stating the employee is fit to perform their normal duties.

9.06 Disability Leave

A seniority employee who, because of illness or injury requiring a leave of absence from their job shall be granted a leave of absence while disabled, providing they furnish satisfactory evidence thereof. During the period of such leave the employee shall accumulate seniority for a period equal to the seniority they held at the time they commenced their sick leave.

The employee shall furnish supplementary medical evidence of such disability from time to time as required by the Company. Failure to furnish such evidence of disability may result in the termination of the employee's employment and seniority. Such employee will be returned to work in accordance with their seniority, providing they furnish satisfactory medical evidence of recovery and notifies the Human Resources Office at least one (1) week prior to returning to work. A copy of all written leaves of absence granted under the provisions of this agreement shall be furnished to the employee and to the Plant Chairperson. The Company has the right to have any employee examined by a Company-appointed physician in connection with a disability leave.

9.07 Incapacitated Employees

An employee who becomes physically handicapped and is unable to continue work in their regular classification due to an occupational or non-occupational injury or illness may be entitled to the following. The Company and the Union will review and reach agreement before exercising this provision. All exceptions to the seniority provisions of this agreement must be mutually agreed to.

- (a) If a job vacancy occurs which the Company and the Union determine such incapacitated employee can perform satisfactorily, the employee shall be placed on such job without the necessity of complying with the Job Posting Article.
- (b) A doctor certificate of disability must be submitted by the employee's doctor. The Company reserves the right to have the employee examined by the Company's doctor to confirm the disability. In the event of a disagreement, the issue shall be resolved by referral to a neutral physician who will be selected by mutual agreement of the Union and the Company. Failing an agreement between the parties, the Ontario Medical Association will be requested to supply an area physician in the given field of medicine.
- (c) An employee placed on a job because of a disability will have that disability reviewed at least every six (6) months and updated medical opinions may be required. The employee, upon becoming fit shall be returned to their pre-injury classification provided they have sufficient seniority.
- (d) An incapacitated employee shall be limited to eight (**8**) hours per day unless it is confirmed that additional hours are within the employee's restrictions.
- (e) Incapacitated employees are not eligible to transfer as provided for in the Job Posting Article unless it is confirmed that the job the employee wishes to bid on is within the restrictions and the employee otherwise meets the requirements of the Job Posting Article.

9.08 Paid Educational Leave

During the term of this agreement, the Company agrees to pay two cents (2¢) for each straight time hour worked, per employee, into a special fund identified for Paid Education Leave. As agreed, this fund is to be used for educational purposes. Such monies are to be paid on a quarterly basis to the CAW Leadership Training Fund and sent by the Company to the Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario, NOH 2C0. The Union shall furnish the Company with an annual report outlining the use of the funds paid hereunder in educating employees of the Company.

9.09 Job Related Training

If the Company grants a leave of absence pursuant to Article 9.02 to an employee to attend a job-related training course or seminar approved in advance by the Company in writing, or if the employee enrolls in a job-related training course which does not require

a leave of absence but is approved in advance by the Company in writing, the Company will do the following if the employee successfully completes the course:

- (a) reimburse the cost of tuition, and
- (b) reimburse the employee for the cost of course books,

provided the employee furnishes the Company with receipts. *Effective March 12, 2006 the total reimbursement for each course and materials shall not exceed three hundred and twenty-five dollars (\$325.00). Effective March 11, 2007 this amount will increase to three hundred and fifty dollars (\$350.00).*

ARTICLE X - TEMPORARY TRANSFERS

10.01 An employee who is temporarily transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which the employee is transferred is less than the employees regular rate of pay, they shall receive their regular rate of pay;
- (b) if the transfer is for the convenience of the employee, or to enable the employee to avoid layoff, and if the rate of pay in the classification to which they are transferred is less than the employees regular rate of pay, they shall receive such lesser rate.
- (c) if the transfer is to a higher rated classification the employee will receive the higher rate of pay.

An employee may be temporarily transferred to another job classification for up to a total of sixty (60) days worked (exclusive of overtime shifts) in every twelve (12) month period. The Company and the Union may, by mutual agreement, extend the sixty (60) days worked period depending on the circumstances which gave rise to the need of any such transfer. A temporary transfer shall in no case be considered to be a permanent transfer. When the transfer no longer exists such employee shall return to their former job.

10.02 When a zone steward requests information with respect to an employee in their zone who has been temporarily transferred to a different job classification, the Supervisor will provide such information within a reasonable time.

ARTICLE XI - LEAD HANDS

11.01 The Company will select employees from within their Zone to be lead hands. Such selection shall be subject to the job posting procedure and will be made upon a consideration of the employees leadership ability and communication skills as well as the factors referred to in Appendix "A" and incorporated into Article 8.12. In addition to their regular duties, lead hands may direct activities, assist, be responsible for materials in process or act as leaders of other employees. The company may in its discretion discontinue an employee as a lead hand. An employee who ceases to be a lead hand shall return to their

former classification and rate within their Zone in keeping with their seniority and qualifications.

ARTICLE XII - NEW JOBS

12.01(i) When Management creates a new classification covered by this agreement, Management representatives will meet with the Plant Committee and advise them of the wage rate it has established for the new job classification. If the Plant Committee is not in agreement with the wage rate and the Committee and the plant Management cannot resolve the difference, then the Committee shall treat the matter as a grievance at Step No. 3 of the grievance procedure by putting the grievance in writing within thirty (30) working days from the date upon which work in the new job classification commenced, or within thirty (30) working days from the date upon which Management met with the Plant Committee as above, whichever last occurs, and presenting it as provided at Step No. 3 of the grievance procedure as such time. In the event that the Plant Committee and Plant Management agree upon a rate different from that established by the Company, or in the event that the matter proceeds to arbitration and the arbitrator makes an award different from that established by the Company, the new rate shall be retroactive to the date upon which work was performed pursuant to the new job classification. While any matter hereunder is pending, the employees who may be assigned to the particular jobs in question shall nonetheless fully perform such jobs in the manner required by the Company.

The above process shall also apply to a significant change in the job duties or required skill, ability and knowledge of an existing job.

12.02

- (i) When the Company is considering the introduction of new technology or equipment different from the existing technology or equipment affecting members of the bargaining unit, the Union shall be notified ninety (90) calendar days in advance of the introduction of such change and kept up to date as developments arise.
- (ii) The Company agrees to provide for continuing consultation and co-operation with the Union with respect to the displacement and/or retraining of employees who are displaced as a result of the introduction of new technology or equipment.
- (iii) When any such change is introduced, the Company will assume the cost of on-the-job or other necessary training to afford bargaining unit employees who are affected and require (and who have had the basic knowledge and ability to be trained within a reasonable time frame) the opportunity to keep current with such technological change affecting their work.
- (iv) No job function, duties or responsibilities will be reclassified as non-bargaining unit functions, duties or responsibilities or be performed by or be transferred to non bargaining unit personnel, permanently as either a direct or indirect result of technological change without the written mutual agreement of the parties.

- (v) The company shall provide all employees with the necessary training to operate or repair any new or changed equipment, such training for skilled trades employees shall take place prior to any new or changed equipment becoming operational.
- (vi) The Company will meet once every 12 months with the Skilled Trades Representative and Plant Chairperson to ensure that all trades personnel have been given the necessary training on all new and changed equipment.

ARTICLE XIII - NORMAL HOURS OF WORK

13.01 It is hereby expressly understood and agreed that the provisions of this Article XIII shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

13.02 An employee's normal hours of work will be comprised of five (5) consecutive days of eight (8) hours of work, Monday through Friday.

13.03 Shift hours will normally commence as follows:

- (a) Day Shift - between 6:00 a.m. and 8:00 a.m.
- (b) Afternoon Shift - between 2:30 p.m. and 4:30 p.m.
- (c) Night Shift - between 10:00 p.m. and 12:00 midnight.

Normal shifts which are not on a 3 shift operation will contain a one half hour unpaid lunch break and a ten (10) minute paid break during the first half of the shift and a fifteen (15) minute paid break during the second half of the shift.

13.04 *When the company schedules work on a three (3) shift operation, each of the shifts shall consist of an eight hour shift, including a paid twenty (20) minute lunch period and one paid fifteen (15) minute break during the first half of the shift.*

In a three-shift operation the normal shift hours are:

- (a) Day Shift - 7:00 a.m. to 3:00 p.m.
- (b) Afternoon Shift - 3:00 p.m. to 11:00 p.m.
- (c) Night Shift - 11:00 p.m. to 7:00 a.m.

13.05 On a two or three-shift operations, shifts will be rotated on a weekly basis, however accommodation may be made for employees wishing to work a steady night shift.

13.06 The Company will give the Plant Chairperson advance notice of any change in normal shift hours. Any such change in shift hours will normally be made for at least five (5) consecutive working days.

13.07 Shift Premium

An employee working the majority of their non-overtime hours in any shift will be paid the shift premium for that shift for all non-overtime hours so worked as follows:

- (a) Day Shift - no premium
- (b) Afternoon Shift - 40¢ per hour
- (c) Night Shift - \$1.00 per hour

13.08 Where an employee is to work more than **two (2)** hours of overtime continuous with the end of their regular shift, they will receive an additional paid ten (10) minute break.

ARTICLE XIV - OVERTIME

14.01 Time and one-half (1 1/2) the employees basic hourly rate exclusive of premiums or add-ons will be paid for:

- (a) all hours worked in excess of eight (**8**) in the day, Monday through Friday;
- (b) all hours worked on Saturdays;
- (c) all hours worked during a designated holiday as set out in Article 17.01.

14.02 Two (**2**) times the employees basic hourly rate exclusive of any premium or add-ons will be paid for work performed on Sundays.

The night shift that commences Sunday night is deemed to be part of the Monday shift and is not paid at overtime rates.

14.03 Overtime

(i) Overtime Assignment

The Union recognizes that the Company's operations are of a nature which at times require overtime work. The Union and the employees agree to co-operate with the Company and work overtime as far as possible when requested to do so.

Where overtime work is required, the Company will allocate such overtime work as equitable as practicably possible among the employees who normally perform the same classification on *the same shift*. If the Company is unable in this manner to secure the necessary employees for such overtime work, the Company will, prior to assigning such work to other employees in the plant, allocate such work among the employees with the least amount of overtime in the zone *on the shift* who are capable of performing the work to be done without a trial period of training. In any event, the Company shall not be required to allocate overtime work to any employee if production would be adversely affected thereby.

The Company will have a grace period of one week to correct where the overtime worked plus declined overtime hours has not been equitable as practicably allocated among the employees who normally perform the same classification.

(ii) All Overtime Will be Voluntary

An employee will be charged with the scheduled overtime hours as declined hours when:

- a) the employee is notified four **(4)** hours or earlier and the employee declines to work,
- b) the employee is notified forty-eight **(48)** hours in advance for Saturday or Sunday overtime work and the employee declines to work,
- c) the employee is absent from work when the notice is given of the overtime work and the employee is not available, *or who is at work on restricted hours*,
- d) the employee has agreed to work the scheduled overtime hours and does not work.

An employee entering a new job classification after January 1st of each year, shall take as their record of overtime, either their current record of overtime (hours worked and declined) or the average record of overtime (hours worked and declined) of the new job classification, whichever is greater.

(iii) The Company will maintain up-to-date records of the overtime worked in each Zone and these records will be made available to the steward and *posted outside the Production Supervisor's Office and the two Skilled Trades Offices each week*. Any employee entering the group or Zone shall take as their record of overtime hours the highest number of hours, for distribution and computation purposes. An employee who is absent from the plant for any reason when overtime is being distributed and who would have been requested to work, shall be charged with the overtime hours so worked.

(iv) When an employee is asked to work overtime, except where short periods of overtime are part of an employees normally recurring duties, the employee shall be given one (1) hours overtime work or one (1) hours overtime pay; however, if the employee completes their overtime assignment in less than one (1) hour and wishes to go home, they shall obtain a pass from their Supervisor and be paid only for the overtime actually worked.

(v) An overtime assignment shall be paid at the rate of the job which is to be performed in overtime regardless of the employees normal rate of pay during regular hours.

(vi) A steward shall be given the opportunity to work whenever the number of employees working overtime in their area of representation, and on the shift they normally represent, equals or exceeds fifty percent (50%) of the number of employees in their area of representation and on their shift, regardless of the Zone or shift from which such employees are selected to perform the work available. A steward shall be paid the rate of the job to which they are assigned. If they cannot perform the available work in accordance with the Company's quality and production standards without a trial or training period or decline the opportunity, the Union may appoint one of the employees scheduled to work as acting representative for the period of absence of the regular steward and shall advise the Company accordingly.

There may be exceptions to the foregoing by mutual agreement of the Company and the Union.

(vii) Inventory

The Union recognizes and agrees that the Company's practice whereby non-bargaining unit employees participate in inventory taking does not constitute a violation of Article 2.02 or any other provision of this agreement.

14.04 In no case will there be compounding, duplication or pyramiding of overtime premiums with any other premium.

ARTICLE XV - REPORTING ALLOWANCE AND CALL-IN

15.01 Reporting Allowance

An employee who properly reports for work as scheduled or who is permitted to come to work, without having been notified in advance not to report, and who is sent home because of lack of work before they have worked four (4) hours, will receive at least four (4) hours work at their straight-time basic hourly rate exclusive of premiums or add-ons or be paid for four (4) hours at such rate, provided however, that the provisions of the Article 15.01 shall not apply in any case in which the lack of work is caused by anything beyond the Company's reasonable control.

15.02 Call-In

An employee called in to do emergency work will be paid a minimum of four (4) hours pay at their straight-time basic hourly rate or shall be paid at the rate of time and one-half (1 1/2) for all hours so worked whichever is the greater. However, when an employee, after leaving the plant at the completion of their shift is notified to report for work two (2) hours or less prior to their regular starting time and they are expected to work through and complete their regular shift, they will be paid only for the "call-in" hours worked at the overtime rate.

ARTICLE XVI - VACATIONS WITH PAY

16.01 Wherever the term "vacation year" is used in this agreement, it shall mean the year July 1st to the following June 30th.

16.02 The employee shall be entitled to an annual vacation in accordance with the following Schedule on the basis of their seniority at June 30th in each year:

- (a) less than one (1) year's seniority as of June 30th – a prorated share of two (2) weeks calculated based on completed months of service rounded down to a full day;
- (b) one (1) year's seniority but less than five (5) year's seniority as of June 30th - two (2) weeks;
- (c) five (5) year's seniority but less than ten (10) year's seniority as of June 30th - three (3) weeks;
- (d) ten (10) year's seniority but less than seventeen (17) year's seniority as of June 30th - four (4) weeks;
- (e) seventeen (17) year's seniority or more as of June 30th - five (5) weeks.

16.03 Employees with less than one (1) year seniority will receive two percent (2%) of wages earned in the vacation year. Vacation pay for all other employees will be two percent (2%) of wages earned in the vacation year or, forty (40) hours at their rate of pay in Appendix "B" plus their Cost of Living Allowance for each week of vacation

entitlement, whichever is greater, provided the employee worked at least 240 hours in the vacation year

16.04 An employee who has earned vacation under the terms of this agreement and is then terminated, retires or quits from active employment on or after July 1st shall receive any unpaid vacation allowance due them.

16.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to their vacation pay.

16.06 Time off will be given to an employee for the purpose of taking the vacation to which they are entitled.

- (i) *Accrued vacation may be taken, subject to production requirements, within the period commencing January 1 prior to the end of the vacation year and ending April 30th following completion of the vacation year provided that:*
 - a) *this vacation shall only be in respect of that portion of the employee's vacation entitlement which exceeds two (2) weeks;*
 - b) *requests for vacation time submitted before May 31st will be granted in order of seniority amongst persons in the same classification and on the same shift. Requests made after that time will be processed on a first come first serve basis.*
- (ii) *The Company shall notify the Union of any vacation shutdown between June 20th and August 31st no later than May 1.*
- (iii) *An employee who must work during the vacation shutdown will be given preference of available vacation periods in line with seniority provided such request is made before May 31 of the vacation year.*
- (iv) *Any remaining entitlement at that time which has not been scheduled will be scheduled by management to be taken between October 1 and the following April 30.*
- (v) *No leave of absence under Art. 9.02 or 9.03 shall be granted until the employee has used up all of his/her vacation time or it has been scheduled.*

16.07 (i) *Vacation pay will be based on the number of regularly scheduled working hours which otherwise would have been worked (base rate plus cola) to a maximum of the vacation pay accrued to date. It will be paid with the pay for the pay period which includes the vacation time. There will be no vacation pay advances.*

(ii) *Vacation pay for vacation taken prior to the end of the vacation year will be limited to the amount of vacation pay accrued to date.*

(iii) Any balance of accrued, unpaid vacation pay will be paid after the employee takes his/her last vacation. Employees who have been on long-term WI or WSIB will be paid no later than the end of April.

For the purposes of implementing the changes in Articles 16.06 and 16.07, 2007 vacation can be scheduled as of January 1, 2007 and therefore the deadline for scheduling 2007 vacation will be October 1, 2007.

ARTICLE XVII - DESIGNATED HOLIDAYS

17.01 Each eligible seniority employee will be paid eight (8) hours pay at their basic hourly rate plus Cost of Living Allowance (COLA) exclusive of any premiums or add-ons for each of the following holidays which fall on such employees regularly scheduled work day provided the employee qualifies as hereinafter provided:

| | | | |
|----------------------|---------------|---------------|---------------|
| Good Friday | Apr. 14, 2006 | Apr. 9, 2007 | Mar. 21, 2008 |
| Victoria Day | May 22, 2006 | May 21, 2007 | May 19, 2008 |
| Canada Day | Jul. 1, 2006 | Jul. 1, 2007 | Jul. 1, 2008 |
| Civic Holiday | Aug. 7, 2006 | Aug. 6, 2007 | Aug. 4, 2008 |
| Labour Day | Sep. 4, 2006 | Sep. 3, 2007 | Sep. 1, 2008 |
| Thanksgiving Day | Oct. 9, 2006 | Oct. 8, 2007 | Oct. 13, 2008 |
| Day before Christmas | Dec. 24, 2006 | Dec. 24, 2007 | Dec. 24, 2008 |
| Christmas Day | Dec. 25, 2006 | Dec. 25, 2007 | Dec. 25, 2008 |
| Boxing Day | Dec. 26, 2006 | Dec. 26, 2007 | Dec. 26, 2008 |
| Day before New Year | Dec. 31, 2006 | Dec. 31, 2007 | Dec. 31, 2008 |
| New Year's Day | Jan. 1, 2007 | Jan. 1, 2008 | Jan. 1, 2009 |

If any such designated holiday falls on a Saturday, Sunday or during the employees vacation the employee will be provided with an additional day of holiday for each such holiday.

For the purpose of a Christmas shutdown, the following days shall also be treated as float days:

- December 27, 2006
- December 27, 28, 2007
- December 29, 30, 2008

The Company will provide work for employees on January 2, 2009 unless the parties mutually agree to an alternative arrangement.

17.02 Holiday pay as provided in Article 17.01 will be paid to seniority employees who meet the following eligibility requirements:

- (a) the employee works their complete scheduled shift on the scheduled work day immediately preceding and immediately following the holiday unless they have a justifiable reason.
- (b) An employee who misses a qualifying day before or after the Christmas Shutdown shall lose entitlement to 3 of the paid holidays.

17.03 An employee who has agreed to accept a work assignment for the day of observance of the holiday and then fails to report for work shall not receive holiday pay unless they have a justifiable reason.

ARTICLE XVIII - SAFETY

18.01 The Company agrees to continue to comply with the Occupational Health and Safety Act in effect December 1, 1996, for the term of this agreement.

- (i) Each employee will receive paid training for WHMIS and Health and Safety within a reasonable period of time.
- (ii) It is agreed that a CAW National Union Safety Representative will be permitted to participate in a regularly scheduled Joint Health and Safety Committee meeting with the Company and the Union Representatives of the Joint Health and Safety Committee, once per year.

18.02 Safety Committee

(i) The parties hereto agree that there will be a Joint Safety Committee (hereafter referred to as the "Committee") comprised of four **(4)** management representatives and four **(4)** bargaining unit seniority employees. The Company recognizes the right of the Union to appoint or otherwise select such Committee Members, who will, at the Company's expense, be trained as "certified workers" within 6 months of election at the Workers Health and Safety Centre.

The Joint Health and Safety co-chairperson will be assigned to steady days.

The Joint Health and Safety Committee will meet monthly, or more often if necessary, and in addition, will tour the Plant monthly.

(ii) When the Company has the need to operate on a *continuous 24/7 schedule*, it will within 90 days at its expense, train the shift Health & Safety Representatives as certified workers.

(iii) The Company will provide each member of the Health and Safety Committee a copy of the Act referred to in Article 18.01.

(iv) The Company will provide **by** April of each year, all employees training on employees Right to Refuse Unsafe Work.

(v) *The responsibilities of the Health and Safety Committee shall include monitoring ergonomic issues.*

18.03 Prescription Safety Glasses

The Company agrees to pay up to two hundred and fifty (\$250.00) dollars for one (1) pair of Company approved prescription safety glasses every two (2) years.

The Company further agrees to replace lenses damaged or broken on the job, up to **two** hundred and fifty (\$250.00) dollars per pair provided such damage or breakage is not the result of the employee's carelessness or misuse.

All purchases of Prescription Safety Glasses must be made through the Company designated preferred provider.

New employees will be reimbursed upon obtaining seniority.

18.04 (i) Safety Boots

The Company agrees to refund one hundred percent (100%) of the cost, up to a maximum of one hundred and thirty dollars (\$130.00) for one (1) pair of safety boots *per twelve (12) months* to an employee. *Effective March 9, 2008 this amount will increase to one hundred and forty dollars (\$140.00).*

The Company agrees to replace safety boots that are damaged or destroyed at the Company up to a maximum of one hundred and thirty dollars (\$130.00) for one (1) pair of safety boots *per twelve months* to an employee. *Effective March 9, 2008 this amount will increase to one hundred and forty dollars (\$140.00).*

New employees will be reimbursed upon obtaining seniority.

A sales slip shall be given to the Company by the employee at the time of claiming a refund.

(ii) Ear Protection

The Company will pay the cost of ear *muffs*. Ring inserts will be replaced once per year. The employee is responsible for loss.

18.05 Work Clothing

The Company agrees to provide *work clothing at the election of the employee as long as it meets the safety requirements of the position established by the Company* as follows:

- Die Cast Set-up; Cell Operator; Auto Operator; Die Cast Lead Hand -nine (9) pairs
- Maintenance (including Cleaners -seven (7) pairs
- Set-up/Lead Hand -three (3) pairs
- Die Cast Operator -three (3) pairs
- Die Cleaner -five (5) pairs
- Tool Maker, Machinist, Mold Maker -seven (7) pairs
- Furnace Operator - four **(4)** pairs

The Company will clean *employee work clothing* twice per week from May 15th to August 31st each year.

- *Finishing Department*

- *one (1) pant & shirt to be laundered by the employee*

The employee may elect either coveralls, shop coat, or shirts and pants once per Collective Agreement.

18.07 The Company agrees to cover theft as a result of forcible entry into both the building and the employee's toolbox to cover all personal tools of the trade for the Toolroom and Maintenance employees. Each employee will submit a list of tools to the Company. This is subject to a check of tools and equipment by the Company and the Union. Each eligible employee will be provided with a maximum of Four Thousand dollars (\$4,000.00) insurance with a One Hundred dollar (\$100.00) deductible. If claims are made, the onus will be on the employee to prove to the satisfaction of the Company that a theft due to the forcible entry referred to above has occurred. Mysterious disappearance, without proof of theft due to the forcible entry referred to above, will be considered not acceptable.

18.08 *Upon notice of resignation, all reimbursements including but not limited to safety glasses, safety boots and tool allowances will be suspended.*

ARTICLE XIX - MISCELLANEOUS

19.01 Injury Allowance

An employee injured on the job shall be paid for the balance of their shift on which the injury occurred, at their straight time base hourly rate if, as a result of such injury, the employee is sent home or to an outside hospital. The Company will make available transportation for such injured employee, and will supply such transportation at times during the balance of the work shift that day as directed by the doctor in attendance.

In the event that an employee injured on the job remains on the job for the rest of their shift and returns to the job the next day, but, due to such injury is not able to continue working, and is sent home or to an outside hospital, such employee shall be paid for the balance of their shift at their straight time base hourly rate.

19.02 Bereavement

When death occurs in a seniority employee's family, the employee will be granted bereavement leave.

Payment will be based upon the employee's base hourly rate plus Cost of Living Allowance (COLA) exclusive of premiums or add-ons. The employee shall not be entitled to receive any pay hereunder for any day upon which they would not otherwise be scheduled to work for the Company.

The maximum payment for the bereavement leave is:

- (a) five (5) days for mother, stepmother, father, stepfather, current spouse, son, daughter, *current step child*, brother or sister
- (b) three (3) days for father-in-law, mother-in-law, grandparent, or grandchild
- (c) one (1) day for brother-in-law or sister-in-law.

19.03 Jury and Crown Witness Duty

An employee who is summoned and reports to jury duty or as a Crown witness as prescribed by applicable law shall be paid by the Company an amount equal to the difference between the daily jury duty or Crown witness duty paid by the Court (not including travel allowance or reimbursement of expenses) for each day which they report for or perform jury duty or Crown witness duty and on which they otherwise would have been scheduled to work for the Company and basic wages which the employee would have earned from the Company excluding premiums or add-ons by working the straight time hours for the Company on such day.

The Company's obligation to pay an employee for jury duty or Crown witness duty is limited to a maximum of forty-five (45) days in any calendar year. In order to receive payment, an employee must give Management twenty-four (24) hours' prior notice that they have been summoned for jury duty or Crown witness duty and must furnish satisfactory evidence that they reported for or performed such duty on the days for which they claim such payment.

19.04 Miscellaneous

The parties have agreed that the pay period shall commence upon the first shift on Sunday and expire upon the last shift on Saturday. Pay shall be by direct deposit available in the employee's account on Thursday, at a Canadian financial institution. It is recognized and understood that the Company's obligation is limited to the timely transmission, not the receipt of the deposit by the various financial institutions.

19.05 The Company will not install further electronic surveillance equipment without first notifying the Union and employees.

ARTICLE XX - INSURANCE

20.01 The Company and the Union are committed to work together to reduce the cost of the Dental and Prescription Drug Plan while maintaining the agreed to coverage for the seniority employees.

(i) Maximum Life Insurance

Life insurance in the amount of *Fifty* Thousand dollars (\$50,000.00).

(ii) Maximum Accidental Death & Dismemberment

Life insurance in the amount of *Fifty* Thousand dollars (\$50,000.00).

(iii) Dependent Life Insurance

Dependent Life Insurance in the amount of *Five Thousand dollars \$5,000.00*. will be provided for your spouse and each dependent child.

(iv) Weekly Indemnity

Non-Occupational (sometimes known as Sickness and Accident Benefit) - in an amount equal to 66 2/3% of the participating employee's gross weekly straight time pay. Such Weekly Indemnity shall apply from the first day of accident, first day of hospital confinement, and Out-patient surgical procedures at hospital or medical doctor's clinic, eighth day of sickness for a total of fifty-two (52) weeks. In consideration of the fact that the benefits herein provided for are in excess of those provided under the Employment Insurance Act, the Union and the

employees covered by this agreement agree to forego the total rebate or savings to which they might be entitled, in whole or in part, under the Employment Insurance Act, as a result of the Weekly Indemnity Plan becoming and remaining approved for any reduction in premium, and that all such monies, if any, shall be retained by the Company.

(v)

- (a)** Continuation of the current major medical plan or equivalent covering eligible employees and their dependents. The Company will pay the premiums to provide for full cost of semi-private coverage. The Company agrees to provide for a prescription drug plan with employees paying two dollars (\$2.00) per prescription. The pharmacist may substitute the generic equivalent unless prescribing physician orders against such substitution.

The Company will pay up to a maximum of eight dollars (\$8.00) for dispensing fees charged by the pharmacy. The Company will provide a list of area pharmacies whose fee is \$8.00 or less.

(b) CO-ORDINATION OF BENEFITS

The sharing of the Health and Dental benefits shall be co-ordinated between employees and their spouses in accordance with the co-ordination of benefits provision in the applicable plan.

(vi)

- (a)** Continuation of current dental plan or equivalent covering eligible employees and their dependents. The maximum basic and denture services will be one thousand and three hundred (\$1,300.00) dollars.
- (b)** Dental oral/periodontal examination recall will be limited to once every 9 months from the last recall visit.

The current O.D.A. schedule will be one year behind the current calendar year.

The Company will provide 50% coverage of the total cost of orthodontic up to a maximum of one thousand (\$1,000.00) dollars per eligible dependant family member over the life of this contract.

The current O.D.A. schedule will be one year behind the current calendar year.

- (vii)** The Company will provide family vision care to a maximum of two hundred and fifty (\$250.00) dollars per family member within a twenty four (24) month period. A family member is only entitled to purchase glasses once every twenty four (24) months.
- (viii)** The company will pay the premiums required for vision care (20.01 (viii)) and the prescription drug portion of the major medical plan (20.01 (vi)) for drugs purchased in Canada for persons who retire at or after age 63 until age 65.
- (ix)** The company will pay for employees who retire at age 65 until such employees reach age 67, the cost of any prescription drugs and vision care, both as provided under the agreement and purchased in Canada, less the amount available from any Government.

- (x) *for those employees who are continuing to work beyond age 65, the benefits provided under Article 20 shall only provide benefits which are not otherwise provided by a government plan. Such benefits and the Pension contributions under Article 22 shall cease at the end of the month in which the employee turns age 67.*

20.02

- (i) Employees who are not actively at work shall not be entitled to the coverage provided in Article 20.01, subject to the following:
 - (a) if the employee is absent on WSIB as a result of disability incurred while at work for the Company, the Company will pay premiums on behalf of such employee while they are entitled to receive payments under the Workers' Safety and Insurance Act, up to a maximum of fifty-two (52) weeks.
 - (b) if the employee is absent as a result of illness or accident other than one which qualifies for WSIB payments, and provided the employee complies with the provisions of Article 9.06, the Company will pay premiums on behalf of such employee during such absence up to a maximum of fifty-two (52) weeks.
 - (c) if the employee is absent on vacation they will remain covered.
- (ii) Any employee who is not actively at work and who is not covered under the provisions of paragraph (a), (b) or (c) of this Article 20.02 due to:
 - (a) personal leave of absence, or
 - (b) election to public office,

shall be entitled to the Group Insurance Plan to the extent to which they are eligible for the month in which absence for such reason commenced and the Company will pay a pro rata share of such premium and the employee shall pay the balance. The pro rata share shall be based upon the number of hours the employee actually worked during such month.

- (iii) An employee who is not actively at work and who is not covered under the provisions of paragraph (a), (b) or (c) of this Article 20.02 (i) due to Union leave of absence shall be entitled to the Group Insurance Plan in accordance with the following:
 - (a) if on Union leave of absence pursuant to Article 9.04(i)- for an aggregate of thirty (30) days per contract year.

In the case of a seniority employee who is not actively at work due to layoff, the Company will pay the premiums for the month in which the layoff occurs plus two months following the month of layoff.

After the expiry of the Company's obligation to pay premiums hereunder, the employee may continue in the Group Insurance Plan to the extent to which they are eligible by paying the amount of such premium to the Company prior to the first of the month for which such premium payment is to be made. If the employee fails to make such payment to the Company, the Company shall have no responsibility to assist the employee in maintaining coverage and the employee shall lose any right to continue in the Group Insurance Plan. The Company will send copies of insurance policies to the Union after the Company receives such policies from the insurance company.

(iv) The Company will reimburse employees for doctor's notes when requested by the Company for return to work.

20.03 The Company's only obligation under this Article XX shall be in good faith to obtain the insurance on the standard, but not sub-standard, risk basis and to pay the premiums in accordance herewith.

20.04 Anything to the contrary contained herein notwithstanding, any statements made or contained herein with regard to the type of insurance to be procured by the Company are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance company shall, subject to the provisions hereof, be controlling in all matters pertaining to qualifications of employees for benefits hereunder.

ARTICLE XXI - BULLETIN BOARDS

21.01 The Company will provide space on the existing bulletin board for the convenience of the Union in posting notices of Union activity and Union educational material. All such notices must be signed by the proper officer of the Union. With the exception of notices limited strictly to time, place and speaker there shall be no posting of political matter. Furthermore, there shall be no posting of matter adverse to the Company or its Management.

ARTICLE XXII - PENSIONS

22.01(i) Eligibility- In order to be eligible the employee must have completed their probationary period. When an employee has completed their probationary period and therefore becomes eligible for inclusion in the pension plan, the employee's service will be back-dated to either November 1, 1978 or the first of the month following the employee's commencement of employment, whichever is the later date.

(ii) Amount of Pension Contributions

The Company has obtained from CWIPP a quote calculated as of January 1, 2006 on the hourly contribution increase (based on maximum 1800 hours per year) required to generate a benefit increase effective April 1, 2006 of \$1.00 per month per year of service. The Company contribution shall be increased by 25% of that quoted amount on April 1, 2006, by 25% of that quoted amount on April 1, 2007, and by 25% of that quoted amount on April 1, 2008.

If the contributions do not generate a benefit level of \$41.25 per month per year of service commencing April 1, 2008, the Company will increase its contribution commencing April 1, 2008 by a maximum of 10% of the April 1, 2008 hourly contribution prior to such adjustment.

It is agreed that the Union may reallocate the wage and pension improvements as between wages and pensions following the ratification meeting in April 2006 provided that such reallocation does not increase the Company's cost during any time period.
Definitions:

- (a) "service" or "continuous service" means service for seniority purposes.
- (b) "credited service" means service credited for pensions as outlined in "Schedule

"A", Article 2 of the Pension Plan. Credited service shall be calculated in one tenths (1/10ths) of a year.

(iii) Vesting - With respect to service prior to January 1, 1987 an employee becomes vested after ten (10) years of service. With respect to service after January 1, 1987 an employee is vested and locked in after two (2) years of participation in the plan. Each employee will receive an annual statement of entitlement under the Plan.

(iv) *Pension contributions cease at upon termination and/or retirement whichever comes first. For employees who continue to work beyond age 65, pension contributions shall cease at the end of the month in which the employee reaches the age of sixty-seven (67).*

(v) Disability - After ten (10) years of service the employee shall be entitled to full disability pension based upon their years of service.

(vi) Year of Service - Eighteen hundred (1800) hours including time spent on WSIB, Weekly Indemnity and Union business.

ARTICLE XXIII - WAGES

23.01 Wages will be paid in accordance with the Appendices hereto.

ARTICLE XXIV - COST OF LIVING ALLOWANCE

24.01 There shall be a Cost of Living Allowance based upon the Statistic Canada Consumer Price Index 1986=100. The COLA shall be one cent (1c) for every full .11 increase or decrease in the Consumer Price Index (CPI).

The October 1996 CPI shall be established as the base CPI and will be compared with the April 1997 CPI to provide the first COLA payment in May 1997, commencing with the first pay period following the publication of the April 1997 CPI in May 1997. Further calculations shall be on a to date basis compared to the base less any payments or advances of COLA.

There shall further quarterly adjustments during the following months, commencing the first pay period during such month following the publication of the C.P.I. of the previous month:

2006 - February, May, August and November
2007 - February, May, August and November
2008 - February, May, August and November
2009 - February

The Company will guarantee COLA at fifteen cents (15¢) each year. Payment will be at three cents (3¢) for the first quarter and at four cents (4¢) for each of the other three quarters. The guarantee will be deducted from the quarterly adjustments.

24.02 The Cost of Living Allowance shall be paid as an add-on for each hour worked but shall not be incorporated into wage rates and shall not be used in overtime premium calculation.

24.03 \$1.00 of the Cola Float as of March 11, 2006 will be rolled in to the wage rates in Appendix B1.

ARTICLE XXV – SKILLED TRADES

25.01 The provisions of the Collective Agreement shall apply to the Skilled Trades except as altered by the provisions of this Article. Entry into the Skilled Trades shall be restricted to persons:

- (i) who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties, or
- (ii) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committee person, or
- (iii) who provide documents within fifteen (15) working days of being promoted from any classification.

25.02 Tools

(i) The Company will continue its practice of repairing or replacing damaged or broken tools that are turned into the Company, providing there is no negligence or abuse on the part of the employee. This practice is extended to all Skilled Trade Employees *subject to the following conditions:*

The Company will pay for the first replacement after March 31, 2006 with lifetime warranty tools (where applicable) at the price quoted by an approved supplier.

Employee may obtain the replacement from any supplier provided that the price is no greater than the price quoted by the approved supplier.”

Tools requiring replacement/repair must be received by the Skilled Trades Manager for approval prior to replacement/repair and for confirmation that it is for work at BTI. This practice is extended to all skilled trades employees.

(ii) The Company agrees to provide a theft insurance policy for all tools and tool boxes as per Article 18.07 with the following conditions:

- (a) Employees are responsible for ensuring their tools are kept locked up.
- (b) Replacement of tools and tool boxes will only be made where the employees have presented evidence, satisfactory to the Company, that their tool boxes have been broken into or the tool boxes have been stolen.

(iii) The Company will provide a form to be filled out for the purpose of recording employee's tools. It is the employee's responsibility to ensure this list is kept up to date and when new tools are purchased *including brand. All inventories shall be updated by June 1, 2006.*

(iv) All Skilled Trades employees and apprentices will be allowed a tool allowance for purchasing tools or toolboxes of \$250.00 in each year of the contract. *All employees*

must complete their probationary period prior to receiving this allowance. All tools purchased after March 31, 2006 must carry a lifetime warranty where applicable.

25.03 Coveralls

The Company will supply and maintain coveralls or shop coats for each Skilled Trades person as per the employee's preference as outlined in Article 18.05.

25.04 Skilled Trades Recognition

(i) Skilled Trades for the purpose of this Agreement will be as follows:

Tool and Die Maker
Mold Maker
Machinist A/A
Industrial Millwright
Industrial Electrician
Millwright/General Repair

(ii) It is understood however, that this Article does not limit the establishment of new Skilled Trades classifications.

(iii) The Company shall review with the Skilled Trades Committee *Zone 1 Representative*, all documents relating to the hiring of new Skilled Trades employees for the purposes of verifying journeyman status prior to any new Trades employees being hired.

(iv) The term "journeyman" as used in this Agreement shall mean any person:

- a) who presently holds a journeyman classification in the Plant in the Skilled Trades,
- b) who has served a bona fide apprenticeship and has a certificate which substantiates their claim of such service,
- c) who has eight years of practical experience and can prove same with proper affidavits. The Company will consider the possession of the CAW journeyman card as presumptive proof of qualifications.

(v) Any further employment in the Skilled Trades classification in this Plant, after signing of this Agreement, shall be limited to journeymen and apprentices.

(vi) The Company recognizes that licenses are a condition of employment in the skilled trades and therefore, will reimburse the full cost of the primary license renewal and any license renewal required by the Company.

25.05 Seniority/Layoff

(i) Seniority in the Skilled Trades shall be by non-interchangeable occupations or Trades within a department or group of departments. Seniority lists shall be by basic Trades.

- (ii) Seniority of journeypersons in the Skilled Trades department shall begin as of date of entry into such department. Employees in the department prior to March, 1994, will count all Plant seniority as department.
- (iii) The Company agrees to deduct the sum of one half hour per year as dues to the CAW Skilled Trades Council, from employees hired, rehired, reinstated or transferred to a Skilled Trades classification or trade as listed upon receipt of individual authorization cards signed by such employees. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees shall be remitted to the financial secretary of the Local Union.
- (iv) The deduction of Skilled Trades Council dues shall be a condition of employment in the Skilled Trades.
- (v) Production workers will not carry seniority into the Skilled Trades classifications, and journeypersons will not exercise seniority in the production or non-production groups in the face of a layoff, except where there are medical reasons that restrict a journeyperson from following their trade, in which case Article 9.07 shall apply.
- (vi) In case of layoff in the Skilled Trades departments, the following procedure shall be used:
 - a) Probationary journeypersons
 - b) Apprentices
 - c) Least senior employee within the trade
 - d) Recalls shall be made in the reverse order of layoff

25.06

- (i) All work performed in the Skilled Trades shall be done by employees who are covered by classification and rate as outlined in this Agreement between the Company and the Union, except as provided for in Article 2.02 and Article 2.03.
- (ii) There shall be no numerical or alphabetical classifications within the Skilled Trades and all employees within a given classification or trade shall be paid the same rate.
- (iii) The Company will fully utilize the skilled trades employees in performance of work in their respective trade and prior to using outside contractors, as provided for in article 2.02 and 2.03, the Company will ensure it reviews existing internal skilled trades workloads and schedules.
- (iv) The Company will ensure that where it contracts out skilled trades work, that only licensed trades personnel or those in a registered apprenticeship program do the work.
- (v) *The following conditions apply to the Millwright/General Repair position*
 - I. *That position may not be a steady day position.*

2. *Certain functions which fall within the Millwright/General Repair classifications may also be performed by skilled tradespersons in other classifications provided they possess the necessary license(s).*

25.07

- (i) It is recognized that the intent of this Article is not to change current practice regarding work in the Skilled Trades area.
- (ii) Should a Skilled Trades employee have a concern in connection with work of employees in Skilled Trades classifications, they shall:
- (a) Discuss their concern with their Supervisor. If this does not resolve the concern, then a meeting will be held with the employee, the Skilled Trades Representative, the Skilled Trades Supervisor and one other management member.
- (b) Failing resolution in part a), a special meeting to review the issue will be called. Attendees will include the employee, the bargaining committee, the National Representative, the Skilled Trades Supervisor, the Operations Manager and one other management representative. The Trades Director of the National Union or a representative may also attend and the matter will be treated as a Stage 3 Grievance.

25.08

- (i) Promotions or transfers to a higher paid job within a Skilled Trade, shall be based on the qualifications necessary as a journeyman for such job. When these factors are equal, the employee with the greatest seniority will be given preference.
- (ii) A Lead Hand of Skilled Trades employees shall be defined as one who is a Skilled Trades employee, who while engaged in their regular Skilled Trades occupation leads or processes the work of ~~two~~ or more employees.
- (iii) The rates for Lead Hands are detailed in the schedule of wages attached to this agreement.

25.09 Apprenticeships

The Company and the Union agree to an apprenticeship program. The apprentice standards shall be in keeping with the standards of the National Union, CAW – Canada. The apprenticeship standards shall be considered as an inseparable part of this Article.

25.10 Apprenticeship Standards

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Burlington Technologies Inc., Burlington Division, the C.A.W. and its Local 504.

Purpose

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

25.11 Definition

- (a) The term "Company" shall mean Burlington Technologies Inc., Burlington Division.
- (b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers of Canada (C.A.W. -Canada) and its Local 504.
- (c) "Registration Agency" on training standards shall mean the Ministry of Training, Universities and Colleges. "Registration Agency" for the apprentice as a student, covering related instruction, shall mean any recognized training institute.
- (d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be approved by the Secretary of the Joint Apprenticeship Committee and registered with the Registration Agencies.
- (e) "Apprentices" shall mean a person who is engaging in the learning and assisting in the trade to which the apprentice has been assigned under these standards and who is covered by a written agreement with the Company providing for their training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (f) "Committee" shall mean the Joint Apprenticeship Committee (J.A.C) organized under these standards.
- (g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

25.12 _____ i (_____ / _____ | _____

- (a) Notice of apprenticeship openings will be posted in accordance with Article 8.12
- (b) Applications for apprenticeship will be accepted by the Human Resources Department from all seniority production employees who consider themselves eligible under this program of training.

- (c) Applicants meeting the minimum eligibility requirements as outlined in Article 25.14 of this standard 25 will be turned over to the J.A.C. for final approval.
- (d) Current employees will receive consideration before any outside applicant.
- (e) No journey person will be permitted to apply for the new apprenticeship program.

25.13 Outside Applicants

- (a) When apprenticeship openings exceed the number of qualified seniority employees, the Company shall advertise.
- (b) After a preliminary check of each application by the Human Resources Dept., those meeting the minimum requirements outlined in Article 25.14, will be turned over to the J.A.C.

25.14 Apprenticeship Eligibility Requirements

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

- 1 the apprentice must have grade 12 or its equivalent
- 2 Only applicants who score 60% and over on tests deemed necessary by the J.A.C. may be considered for apprenticeships.

The Company shall have the right to give preference to the applicant who scores highest on the entry qualification test. The following table will be utilized by the Joint Apprenticeship Committee to evaluate applicants:

| Criteria | Minimum Points | Maximum Points | Incremental Points |
|-----------------------------|-----------------------|-------------------------|---|
| Tests | 1 point = 60% | 10 points = 100% | 0.225 points per 1% over 60% |
| Experience / Courses | 1 point | 15 points | The J.A.C. will review all candidate experience/ courses and assign proportional points. The maximum is reserved for fully experienced candidates. 1 point is reserved for candidates with little or no experience/ courses. |

In the event the J.A.C. is deadlocked on Experience/Courses rating of applicants, an independent third party identified by the Ministry of Training, Colleges and Universities will make the final rating decision.

25.15 Credit For Previous Experience

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these Standards for applicable experience, after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under an apprenticeship program.

Related training credit shall be given to the apprentice at the time that they demonstrate that they possess the educational knowledge for which they are requesting credit under the related training schedule. At the time such credit is given, the apprentices wage rate shall be adjusted within the apprentice rate schedule based on the amount of credit given towards the completion of the shop training schedule.

25.16 Term of Apprenticeship

The term of apprenticeship shall be established by these apprenticeship standards in accordance with the schedule or work processes and related instructions as outlined in Appendices attached hereto.

25.17 Grace Period

The first 360 hours for every apprentice shall be a grace period. During this grace period, the apprentice, if they are a seniority transferee, may elect to return to their previous job class and their apprenticeship agreement will be cancelled by the J.A.C. The registration agencies shall be notified of all such cancellations. (Ref. 8.02)

25.18 Hours of Work

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyman employed by the Company. In case an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours of work.

Apprentices may work overtime providing that all journeymen of that same shift and trade in that department have been given first opportunity.

25.19 Ratios

The ratio of apprentices to journeymen shall be a *maximum of the* following:

Tool and Die Maker – one (1) to each eight (8) journeymen employed in the trade.

Mold Maker – one (1) to each eight (8) journeymen employed in the trade.

Machinist – one (1) to each eight (8) journeymen employed in the trade.

Millwright -- one (1) to each eight (8) journeymen employed in the trade.

Electrician -- one (1) to each eight (8) journeymen employed in the trade.

In the recognized trade classifications where there is not eight (8) journeypersons regularly employed, then one apprentice will be allowed.

25.20 Wages

Apprentices in each of the Trades covered by these standards shall be paid a progressively increasing schedule of wages as outlined in Appendix B2 of the collective Agreement.

If an apprentice is laid-off they may elect to continue school classes. Tuition and books may be paid by the Company upon the return of the apprentice within a one (1) year period to the Apprenticeship Program. All receipts must be presented to the Company by the apprentice.

When an apprentice has completed the maximum hours of training required by their apprenticeship agreement, they will remain at the top apprenticeship rate until such time as they can show proof that they have passed *to a maximum of nine (9) months*, the Certificate of Qualification exam and have been approved by the J.A.C.

25.21 Discipline

The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause such as:

- (a) inability to learn
- (b) unreliability
- (c) unsatisfactory work
- (d) lack of interest in work or education
- (e) improper conduct
- (9)** failure to attend classroom instructions regularly

This shall not limit the right of the Company to discipline an apprentice for just cause for matters not related to their training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

25.22 Academic Training

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee. The Committee shall notify the Registration Agencies of such changes.

Hours at class will be added to hours of work provided the apprentice passes. Apprentices shall not be paid for attendance at school.

If the Company grants a leave of absence pursuant to Article 9.02, of the Collective Agreement, to an employee to attend a job-related training course approved in advance

by the Company in writing, or if the employee enrolls in a job-related training course which does not require a leave of absence but is approved in advanced by the Company in writing, the Company will do the following if the employee successfully completes the course:

- (a) reimburse the cost of tuition, and
- (b) reimburse the employee for the cost of course books,

provided the employee furnishes the Company with receipts.

Job related training referred to above may include a leave of absence to an employee to attend the classroom part of their apprenticeship program provided such apprenticeship coincides with that of their job. In the case of apprenticeship, the necessary leave of absence will be granted by the Company.

In case of failure on the part of any apprentice to fulfill their obligation as to school attendance, the Joint Apprenticeship Committee may suspend or revoke their apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said committee in this respect. The Apprentice does hereby agree to abide by any such determination of such Committee. The Committee shall notify the Registration Agency of such change.

25.23 Joint Apprenticeship Committee

There is hereby established a Joint Apprenticeship Committee as defined in Article 25.11. This Committee shall be composed of equal number of members, half of who shall represent the Company and half of whom shall represent the Union. This Committee shall be composed of four (4) members. The Committee shall elect a chairperson and a secretary. When a Company member is chairperson a Union member shall be secretary, and vice versa. The Committee shall meet on call of the chairperson or at times mutually agreed upon. Necessity for a meeting will be indicated by a letter or note containing an agenda of subjects to be discussed.

The Committee shall meet within five (5) days provided that such meetings do not exceed every thirty (30) days. The Plant Chairperson and one (1) or more national representatives of the Union may be present as observers. The Company may have persons present as observers.

It shall be the duty of the Committee:

- (1) To see that each prospective apprentice is interviewed and impressed with the responsibilities they are about to accept, as well as the benefits they will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members, but employees of the Company
- (2) To accept or reject applicants for apprenticeship under the terms of eligibility.
- (3) To place apprentices under agreement.

- (4) To hear and decide on all questions involving apprentices which relate to their apprenticeship.
- (5) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that the apprentice is delinquent in their progress.
- (6) To offer constructive suggestions for the improvement of training on the job.
- (7) To certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
- (8) Is responsible for the successful operation of the apprenticeship standards in the Plant and the successful completion of the apprenticeship by the apprentices under these standards.
- (9) *In the event that Union members are unwilling to carry out the full duties of the Committee including but not limited to points 2,4,5 the duties of the Committee shall be performed by Management.*

25.24 Supervision of Apprentices

Apprentices shall be under the general direction of the Supervisor of Apprentices or an individual charged with this responsibility. No apprentice may be retained on a scheduled work process for a period longer than the time scheduled for such work process unless permission is granted in writing by the Joint Committee.

The Supervisor of Apprentices, or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms. If the Supervisor of Apprentices or some one charged with this responsibility finds that an apprentice shows a lack of interest or does not have the ability to become a competent journeyman the Supervisor shall place all the facts in the case before the Committee for its decisions. Under these circumstances an apprentice may be permitted to continue in a probationary status, required to repeat a specified process or series of processes or their agreement may be terminated. The Registration Agencies and the National Union C.A.W. shall be advised of all terminations and the reasons thereof.

25.25 Consultations

The Committee may request interested agencies or organizations to designate a representative to serve as a consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprenticeship training which affect the agencies they represent.

25.26 Seniority

(i) All work performed in the Skilled Trades shall be done by employees who are covered by classification and rate as outlined in this Agreement between the Company and the Union, except as provided for in Article 2.02 and Article 2.03.

(ii) There will be no numerical or alphabetical classifications within the Skilled Trades and all employees within a given classification or trade shall be paid the same rate.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% of time on course seniority in the department where the apprenticeship is completed as a journeyman.

25.27 Apprenticeship Agreement

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, such agreement shall be approved by the Secretary of the Committee and registered with the Registration Agencies and the National Union C.A.W. Every apprenticeship agreement entered into under these standards of apprenticeship shall contain a clause making the standards part of the agreement with the same effect as if expressly written therein. For this reason every applicant shall be given an opportunity to read the standards before he/she signs the apprenticeship agreement. The following shall receive copies of the apprenticeship agreement:

- (1) The Apprentice
- (2) The Company
- (3) The Joint Apprenticeship Committee
- (4) The Registration Agencies
- (5) The Local Union
- (6) The National Union C.A.W.

25.28 Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these apprenticeship standards the Joint Apprenticeship Committee will recommend to the Apprenticeship Branch, *Ministry Training, Universities and Colleges* that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Ministry of Training, Universities and Colleges, unless approved by the Joint Apprenticeship Committee.

Upon completion of the Certificate of Apprenticeship and receipt of Certificate of Qualification, the former apprentice will be re-classified as a paid journeyman in the appropriate trade.

25.29 Modification of Standards

These standards of apprenticeship may be amended or new schedule added at any time upon mutual agreement of the Company and the Union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the apprentice; and providing that such change or amendments shall be submitted to the Registration Agencies and to the National Union, C.A.W., to determine if it meets with the standards established by the Registration Agencies and the Union. A copy of such amendments will be furnished to each apprentice employed by the Company.

25.30 General

Should any dispute arise which cannot be satisfactorily settled within the Joint Apprenticeship Committee, either party may ask the "Registration Agencies" to consider the matter.

The Company will assist the apprentice in obtaining tools as per 25.02.

ARTICLE XXVI – *Continuous Operation*

26.01 Hours of Work and Shift Rotation

- a) The provisions of this article replace the provisions of Article 13.02 through 13.08 inclusive for persons working on the continuous operation as defined herein.
- b) These provisions are subject to the approval of the Director of Employment Standards. The Union agrees to make a joint application for such approvals as may be required to implement the terms of continuous operation.

26.02 An employee's normal hours of work will be comprised of 12 hour shifts per the schedule in Article 26.03.

26.03 Shifts

- a) Shift hours will normally be as follows:
Day Shift - 7am – 7pm
Night Shift 7 pm – 7am
- b) There shall be four crews that will rotate.
- (c) There shall be two (2) fifteen minute breaks and one (1) thirty minute break.

26.04 Transition

- a) The Company shall post a notice eight (8) weeks in advance of changing to/from a continuous operation. The Company will notify the Union prior to posting.
- b) The Company will endeavour to accomplish the transition to/from continuous operation so that the scheduled change will happen to all affected employees at the same time. The Union recognizes that this may not be possible due to operational requirements including ramp up/ramp down, delay in die availability, staggered new program launch dates, training of additional personnel, delayed new machinery availability, delayed materials availability, delayed customer orders and other bona fide business reasons. Should a gradual implementation be required, dialogue will take place between the Company and Union.
- c) In the event of a transition from continuous operation to operation under Article 13, entitlement of individual employees to earned vacation, completion of probationary status shall be carried forward.

26.05 **Pay Period**

As per Article 19.04.

26.06 **Shift Premium**

- Day Shift - \$0.66
- Night Shift - \$1.33

26.07 **Paid Holidays**

a) Paid Holidays are as follows: New Years Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving; Christmas Day and Boxing Day

b) (i) Pay for each Paid Holiday other than Christmas Day, Boxing Day and New Years Day shall be at the rate of 12 hours per day payable as follows:

(ii) Paid Holiday pay under 26.07 (b) (i) and 26.07 (b)(iv) shall be added to the pay for the pay period in which a Paid Holiday occurs provided that the employee meets the following eligibility requirements:

- a) the employee works their complete scheduled shift on the scheduled work day immediately preceding and immediately following the holiday unless they have a justifiable reason.
- b) and in the case of the employee who is scheduled to work on the Paid Holiday works their complete scheduled shift on the Paid Holiday unless they have a justifiable reason.
- c) An employee who misses a qualifying day before or after the Christmas Shutdown shall loose entitlement to 12 hours of holiday pay.

- (iii) These hours shall not count as hours worked for the purpose of determining overtime entitlement. Work shall be scheduled according to the normal schedule for the week in which the Paid Holiday falls. Those employees who work on the Paid Holiday shall be paid at straight time.
- (iv) No scheduled production from 7pm December 23 to 7pm January 1. The Company will pay 36 hours pay during the Christmas Shutdown period subject to 26.07 b (ii).

26.08 Overtime

- a) Time and one half the employee's basic hourly rate exclusive of premiums and add-ons will be paid for all hours worked in excess of 12 in a day or on the employee's scheduled days off excluding Saturday 7:00pm. to Sunday 7:00p.m.
- b) Double time the employee's basic hourly rate exclusive of premiums and add-ons will be paid for all hours worked between Saturday 7:00p.m. and Sunday 7:00p.m. by an employee who was not scheduled to work those hours except where worked as part of a voluntary shift switch.

26.09 Daylight Savings

Fall - An additional hour worked on the night shift will be paid at time and one-half.
Spring – An employee working the night shift will be paid for twelve hours

26.10 Vacation

The employee shall be entitled to an annual vacation in accordance with the following Schedule on the basis of their seniority at June 30th in each year:

- a) less than one (1) year's seniority as of June 30th – a prorated share of 84 hours calculated based on completed months of service rounded down to a full day.
- b) one (1) year's seniority but less than five (5) year's seniority as of June 30th- 7x12 hours shifts
- c) five(5) year's seniority but less than ten (10) year's seniority as of June 30th- 10x12 hours shifts
- d) ten (10) year's seniority but less than seventeen (17) year's seniority as of June 30th- 14x12 hours shifts
- e) seventeen (17) year's or more as of June 30th- 17x12 hours shifts

26.11 Jury and Crown Witness Duty

An employee who is summoned and reports to jury duty or as a Crown witness as prescribed by applicable law shall be paid by the Company an amount equal to the difference between the daily jury duty or Crown witness duty paid by the Court (not including travel allowance or reimbursement of expenses) for each day which they report for or perform jury duty or Crown witness duty and on which they otherwise would have been scheduled to work for the Company and basic wages which the employee would have earned from the Company excluding premiums or add-ons by as follows:

- a) An employee scheduled for day shift on the day on which jury duty falls shall be paid on the basis of 12 hours.
- b) An employee scheduled for night shift immediately preceding the day on which jury duty falls and who works the first half of the night shift shall be paid for 12 hours
- c) An employee scheduled for night shift immediately following the jury duty and who works the second half of the night shift shall be paid for 12 hours
- d) An employee not scheduled as in (a- c) will not receive jury duty pay.

The Company's obligation to pay an employee for jury duty or Crown witness duty is limited to a maximum of forty-five (45) days in any calendar year. In order to receive payment, an employee must give Management twenty-four (24) hours' prior notice that they have been summoned for jury duty or Crown witness duty and must furnish satisfactory evidence that they reported for or performed such duty on the days for which they claim such payment.

26.12 Bereavement

Article 19.02 applies.

The maximum payment for the bereavement leave is:

- a) 4 days for mother, stepmother, father, stepfather, current spouse, son daughter, brother or sister, step-son (current spouse) , step-daughter (current spouse)
- b) 3 days for father-in-law, mother-in-law, grandparent, or grandchild
- c) 1 day for brother-in-law or sister-in-law

26.13 Probationary Period

Article 8.01 (i) applies.

The probationary period for an employee working continuous operation will be 540 hours.

26.14 Reporting Allowance

An employee who properly reports for work as scheduled or who is permitted to come to work, without having been notified in advance not to report, and who is sent home because of lack of work before they have worked six (6) hours, will receive at least six (6) hours work at their straight-time basic hourly rate exclusive of premiums or add-ons or be paid for six (6) hours at such rate, provided however, that the provisions of the Article 26.14 shall not apply in any case in which the lack of work is caused by anything beyond the Company's reasonable control.

26.15 Call-In

An employee called in to do emergency work will be paid a minimum of six (6) hours pay at their straight-time basic hourly rate or shall be paid at the rate of time and one-half (1 1/2) for all hours so worked whichever is the greater. However, when an employee, after leaving the plant at the completion of their shift is notified to

report for work ~~two~~ (2) hours or less prior to their regular starting time and they are expected to work through and complete their regular shift, they will be paid only for the "call-in" hours worked at the overtime rate.

26.16 **Union Representation**

The Company acknowledges the right of the Union to appoint or otherwise select from employees in each of the designated zones, having seniority, a steward for each crew' for the purpose of handling a grievance of an employee in such zone at the designated step of the grievance procedure.

In administering the foregoing there shall be only one (1) steward from each zone for each crew. Where the designated zone steward is not scheduled on a crew the Union may appoint an acting zone steward for such crew. The Union Committee shall give the Supervisor a written notice of such temporary appointment.

The Plant Committee will be assigned to a steady day shift.

Safety Committee

(i) The parties hereto agree that there will be a Joint Safety Committee (hereafter referred to as the "Committee") comprised of five (5) management representatives and five (5) bargaining unit seniority employees, one per crew, plus one Union Health and Safety Co-chair. The Company recognizes the right of the Union to appoint or otherwise select such Committee Members, who will, at the Company's expense, be trained as "certified workers" within 6 months of election at the Workers Health and Safety Centre.

One (1) Joint Health and Safety Representative will be assigned to each crew.

The Joint Health and Safety co-chairperson will be assigned to steady days.

The Joint Health and Safety Committee will meet monthly, or more often if necessary, and in addition, will tour the Plant monthly.

(ii) The Company will provide each member of the Health and Safety Committee a copy of the Act referred to in Article 18.01.

(iii) The Company will provide *by* April of each year, all employees training on employees Right to Refuse Unsafe Work.

(iv) *The responsibilities of the Health and Safety Committee shall include monitoring ergonomic issues.*

26.17 **Weekly Indemnity**

For an employee working on a continuous operation schedule weekly indemnity shall apply from the first day of accident, first day of hospital confinement and out-patient surgical procedure at hospital or medical doctor's clinic and after 40 hours lost pay due to sickness, for a total of 52 weeks.

26.18 **Crew Assignment**

Employees will be assigned to a crew in order to achieve a balance of skill and ability. Where skill and ability is deemed relatively equal seniority will be considered. The names of persons assigned to each crew will be posted prior to the commencement of continuous operations.

Once full continuous operations have been achieved, vacancies will be posted in accordance with Article 8 subject to the Company's continuing right to retain a balance of skills between crews.

26.19 Temporary Transfers

An employee may be temporarily transferred to another job classification for up to a total of forty **(40)** days worked (exclusive of overtime shifts) in every twelve (12) month period. The Company and the Union may, by mutual agreement, extend the forty **(40)** days worked period depending on the circumstances which gave rise to the need of any such transfer. A temporary transfer shall in no case be considered to be a permanent transfer. When the transfer no longer exists such employee shall return to their former job.

26.20 Steady Day Shift

While there are employees working under the terms of Article 26, any employee working a steady day shift will not be governed by Article 26.

Subject to the provisions of this Article 26 all other provisions of the Collective Agreement shall apply.

ARTICLE XXVII - DURATION

27.01 This agreement shall become effective on the *12th day of MARCH 2006*, and shall remain in full force and effect and shall not be reopenable, save and except **as** otherwise herein expressly provided, until the *14th day of March 2009*, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 27.02 of its desire to negotiate amendments to this agreement.

27.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the *74th day of March, 2009*, or during similar annual period thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

DULY EXECUTED AT BURLINGTON, ONTARIO
THIS 18th DAY OF APRIL, 2006

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA

BURLINGTON TECHNOLOGIES INC.

(CAW-CANADA) AND ITS LOCAL
504

Burlington Division

APPENDIX "A"
To Be Applied in Administration of Article 8.12

GROUP 1

Jobs that can be performed in accordance with the Company's quality and production standards without training but after being given direction concerning the job and the employee has the required qualifications and skills and familiarity with the plant:

ZONE 1 - TOOLROOM, MAINTENANCE, INSPECTION

Lead Hand
Apprenticeship Trades with more than 9,000 hours.

ZONE 2 – Furnace Lead Hand

ZONE 3 - FINISHING AND ALL OTHERS

Layout Technician
Inspector
Cleaner

GROUP 2

Jobs that can be performed within a six hundred (600) hour training period and in accordance with the Company's quality and production standards and the employee has the required qualifications and skill and familiarity with the plant:

ZONE 2 – DIECASTING

Die Cast Lead Hand
Robotic Cell Operator
Cell Operator
Auto Operator
Set-up

GROUP 3

Jobs that can be performed within a three hundred and sixty (360) hour training period and in accordance with the Company's quality and production standards and the employee has the required qualifications and skills and familiarity with the plant:

ZONE 1 – TOOLROOM and MAINTENANCE

Apprenticeship Trades with less than 9,000 hours.

ZONE 2 - DIECASTING

Die Cast Operator
Furnace Operator

ZONE 3 – FINISHING AND ALL OTHERS

Set-up/Lead Hand
Finishing Lead Hand
Shipper
Finishing Operator
Quality Audit
Storekeeper
Material Handler

GROUP 4

Jobs that can be performed within a two hundred (200) hour training period and in accordance with the Company's quality and production standards and the employee has the required qualifications and skills and familiarity with the plant.

ZONE 3 – FINISHING AND ALL OTHERS

Inspector will less than 8,000 hours
Die Cleaner
Oiler
Roto Operator

APPENDIX "B1
WAGE RATES EFFECTIVE MARCH 12, 2006

| Classification | Wage Rate March 12, 2006 | Wage Rate 11 March 2007 | Wage Rate 9 March 2008 |
|--|-----------------------------|----------------------------|---------------------------|
| ZONE 1 – TOOLROOM and MAINTENANCE | | | |
| 1. Lead Hand | \$29.09 | \$29.31 | \$29.60 |
| 2. Skilled Trades | \$28.59 | \$28.80 | \$29.09 |
| 3. Apprenticeship Trades (See "B2") | | | |
| 4. Millwright/General Repair Person | \$28.59 | \$28.80 | \$29.09 |
| ZONE 2 - DIECASTING | | | |
| 5. Die Cast Lead Hand | \$24.67 | \$24.86 | \$25.10 |
| 6. Robotic Cell Operator | \$24.19 | \$24.37 | \$24.62 |
| 7. Cell Operator | \$24.02 | \$24.20 | \$24.44 |
| 8. Auto Operator | \$23.45 | \$23.63 | \$23.86 |
| 9. Set-up | \$23.02 | \$23.19 | \$23.42 |
| 10. Operator | \$22.03 | \$22.20 | \$22.42 |
| 11. Furnace Lead Hand | \$22.00 | \$22.17 | \$22.39 |
| 12. Furnace Operator | \$21.60 | \$21.76 | \$21.98 |
| ZONE 3 - FINISHING AND ALL OTHERS | | | |
| 13. Layout Technician | \$26.95 | \$27.15 | \$27.42 |
| 14. Inspector | \$26.20 | \$26.40 | \$26.66 |
| 15. Inspector(See "B3") | | | |
| 16. Oiler | \$22.37 | \$22.54 | \$22.76 |
| 17. Set-up/Lead Hand | \$21.76 | \$21.92 | \$22.14 |
| 18. Storekeeper | \$21.11 | \$21.27 | \$21.48 |
| 19. Shipper | \$20.90 | \$21.06 | \$21.27 |
| 20. Lead Hand Finishing | \$20.80 | \$20.96 | \$21.17 |
| 21. Quality Audit, Die Cleaner | \$20.55 | \$20.70 | \$20.91 |
| 22. Roto Operator | \$20.38 | \$20.53 | \$20.74 |
| 23. Operator, Cleaner | \$19.93 | \$20.08 | \$20.28 |
| 24. Material Handler | \$19.93 | \$20.08 | \$20.28 |

All production employees hired after May 6, 2006 (excluding Skilled Trades) shall receive seventy-five percent (75%) of the appropriate wage rate during the first twelve months of active employment, eighty-five percent (85%) of the appropriate wage rate during the second twelve months of active employment, and ninety-five percent (95%) of the appropriate wage rate during the third twelve months of active employment. Upon completion of 36 months of employment they shall receive the full classification rate.

APPENDIX "B2"

WAGE RATES EFFECTIVE 6 MAY, 2006

| Wage Rate 12 March 2006 | Wage Rate 11 March 2007 | Wage Rate 9 March 2008 |
|----------------------------|----------------------------|---------------------------|
|----------------------------|----------------------------|---------------------------|

APPRENTICESHIP TRADE RATES

Hours

| From | To | | | |
|------|------|---------|---------|---------|
| 7500 | 7999 | \$26.33 | \$26.53 | \$26.79 |
| 7000 | 7499 | \$25.99 | \$26.18 | \$26.45 |
| 6500 | 6999 | \$25.67 | \$25.86 | \$26.12 |
| 6000 | 6499 | \$25.36 | \$25.55 | \$25.81 |
| 5500 | 5999 | \$25.04 | \$25.23 | \$25.48 |
| 5000 | 5499 | \$24.75 | \$24.94 | \$25.18 |
| 4500 | 4999 | \$24.41 | \$24.59 | \$24.84 |
| 4000 | 4499 | \$24.10 | \$24.28 | \$24.52 |
| 3500 | 3999 | \$23.80 | \$23.98 | \$24.22 |
| 3000 | 3499 | \$23.47 | \$23.65 | \$23.88 |
| 2500 | 2999 | \$23.16 | \$23.33 | \$23.57 |
| 2000 | 2499 | \$22.85 | \$23.02 | \$23.25 |
| 1500 | 1999 | \$22.53 | \$22.70 | \$22.93 |
| 1000 | 1499 | \$22.23 | \$22.40 | \$22.62 |
| 500 | 999 | \$21.90 | \$22.06 | \$22.28 |
| 0 | 499 | \$21.60 | \$21.76 | \$21.98 |

APPENDIX "B3"

WAGE RATES EFFECTIVE 12 MARCH, 2006

| | | Wage Rate 12 March 2006 | Wage Rate 11 March 2007 | Wage Rate 9 March 2008 |
|--------------------------------|------|----------------------------|----------------------------|---------------------------|
| INSPECTOR LESS THAN 8000 HOURS | | | | |
| Hours | | | | |
| From | To | | | |
| 7500 | 7999 | \$23.88 | \$24.36 | \$24.85 |
| 7000 | 7499 | \$23.56 | \$24.03 | \$24.51 |
| 6500 | 6999 | \$23.28 | \$23.75 | \$24.23 |
| 6000 | 6499 | \$22.96 | \$23.42 | \$23.89 |
| 5500 | 5999 | \$22.65 | \$23.10 | \$23.56 |
| 5000 | 5499 | \$22.36 | \$22.81 | \$23.26 |
| 4500 | 4999 | \$22.05 | \$22.49 | \$22.94 |
| 4000 | 4499 | \$21.76 | \$22.20 | \$22.64 |
| 3500 | 3999 | \$21.45 | \$21.88 | \$22.32 |
| 3000 | 3499 | \$21.15 | \$21.57 | \$22.00 |
| 2500 | 2999 | \$20.85 | \$21.27 | \$21.70 |
| 2000 | 2499 | \$20.54 | \$20.95 | \$21.37 |
| 1500 | 1999 | \$20.26 | \$20.66 | \$21.07 |
| 1000 | 1499 | \$19.95 | \$20.35 | \$20.76 |
| 500 | 999 | \$19.64 | \$20.03 | \$20.43 |
| 0 | 499 | \$19.34 | \$19.73 | \$20.12 |

APPENDIX "D"

Q.S. 9000 Letter of Understanding

This letter of understanding is meant to ensure that the provisions of the Collective Agreement supersede I.S.O./Q.S. procedures. Management will interpret Q.S. by the Collective Agreement. Any rights or privileges our members currently enjoy will not be eroded because of Q.S. 9000.

Q.S. 9000 is meant to improve quality. Q.S. will be used to develop a quality system that is verifiable and improve those processes which affect quality. It is not to be interpreted as an opportunity to introduce lean production.

In meeting the requirements of Q.S., the interpretation will be on 'documenting procedures' and where there are job write-ups, they should focus on quality.

The Union is prepared to accept continuous improvement in limited terms such as dealing with machine downtime, first time capability and the like, but continuous improvement is not about eliminating jobs or speeding up work.

The Q.S. guidelines make reference to the importance of training. Management will focus training of the quality system to processes and procedures and in understanding the requirements for certification. What comes as part of the Q.S. should not introduce new qualifications for existing jobs that limits employees' ability to move into them.

The reference in the Q.S. document to matters such as ergonomics, and appropriate work environment, management will work with the Union and the Health and Safety Committee to reduce repetitive strain injuries, including joint ergonomic studies of job functions, etc, and to reduce workplace injuries and/or illnesses.

APPENDIX "E"

INTERIM EDUCATION REQUIREMENTS FOR QUALITY INSPECTOR WITH LESS THAN 8000 HRS.

If a pass is obtained in Certified Quality Technician (CQT) exam, then this will be accepted as education equivalent for all courses.

CQT does not take an employee to \$26.20 but only indicates that education requirements are fulfilled.

Employees must successfully complete each course in order to enroll in the next course. Should an employee not be successful in completing the necessary academic courses, the employees will be removed from the position and will exercise their seniority rights to bump back to their previous position.

New employees will progress each 500 hours from \$21.12 to \$22.07.

Employees will supply documentation that a course has been completed with a pass mark for:

RE152
QC 105

to obtain 2,000 hour rate of \$22.37.

Employees will progress each 500 hours from \$22.37 to \$23.32.

Employees will supply documentation that a course has been completed with a pass mark for:

QC102 – SPC 1
QC 101 – Quality Concepts, Techniques & Motivation

to obtain 4,000 hour rate of \$23.64.

Employees will progress each 500 hours from \$23.64 to \$24.56.

Employees will supply documentation that a course has been completed with a pass mark for:

QC 103 – SPC - 2

to obtain 6,000 hour rate of \$24.89.

Employees will progress each 500 hours from \$24.89 to \$25.23.

Employees will supply documentation that a course has been completed with a pass mark for:

QC104 – Availability, Reliability, Maintainability
QC106 – Inspection and Testing

to obtain 8,000 hour rate of \$26.20 For annual increases after April 23, 2006 refer to Appendix "B3". The Company and the Union will meet on an annual basis to review the education requirements.

APPENDIX "F"

INTERIM EDUCATION REQUIREMENTS FOR DIE CAST LEAD HAND

Group A

Quality Systems Recognition
Rigging and Hoisting
Shop Safety
Trim Die Set-up
Equipment Care and Operation
Train the Trainer

Group B

Microsoft Windows
ABB Robotics
Buhler Machines
Sprayers

The training period for Group **A** will be two hundred (200 hours). Upon successful completion of Group **A** the employee will assume Lead Hand duties.

Should an employee not be successful in completing the necessary academic courses, the employee will be removed from the position and will exercise their seniority rights to bump back to their previous position.

APPENDIX "G"

LETTER OF UNDERSTANDING – RED CIRCLED EMPLOYEES

It is recognized and understood that the one "red-circled" employee (as per Letter of Understanding dated January 22, 1997) are to be the last and only "red-circled" member in the Skilled Trades Departments, and they shall retain all rights and privileges of Article 25 that are not in conflict with this Letter of Understanding.

Their Layoff and Recall rights shall be exercised the same as any Apprentice in Article 25.05 and they shall retain the right to bump into and out of the Production Departments. Each member will be credited with the highest number of hours allowed in their respective wage rate (as outlined in Appendix "B2" as of January 22, 1996), and shall accrue only plant wide seniority thereafter, until such time as they become registered Apprentices.

Wages and benefits will increase in line with their respective trade in all areas save and except special skilled trade wage adjustments. See "B3" for annual wage adjustments.

The Company agrees to register either member into the Apprenticeship Program upon request, should the rate set out in Article 25.19

APPENDIX "T"

LETTER OF AGREEMENT – JOINT WORKPLACE HARASSMENT POLICY

POLICY SUMMARY

Burlington Technologies Inc. and the Canadian Auto Workers recognize that all individuals be allowed to work freely in a non-discriminatory environment. All employees, contractors, students, volunteers, visitors and any other persons on the Company premises are entitled to be treated with dignity, free from harassment based on the protected grounds of race, colour, national or ethnic origin, sex, religion, age, marital or family status, sexual orientation, disability, nor by reason of Union membership or activity, or any other ground prescribed by any law that applies to the Company or the Union. This policy applies to all persons and all activities on the Company's premises, as well as all organized-sanctioned activities, including but not limited to, conferences, training seminars, travel and social events.

DEFINITION

"General Harassment" (under human rights legislation) is any unwelcome behavior, conduct or communication directed at an individual that is offensive to that individual, is known or ought to be known to be unwelcome, and *is based on any of the protected grounds*. It may be persistent or sporadic and creates an intimidating, offensive or embarrassing workplace for the individual and/or other employees.

"Sexual Harassment" is any offensive sexual comment, gesture, physical contact or demand for sexual favours, real or perceived, that is deliberate and unwelcome, and/or should be known to be unwelcome. It may be persistent or sporadic and creates an intimidating, offensive or embarrassing work environment for the individual and/or other employees.

"Personal Abuse and Harassment" is defined as "physical or mental maltreatment and the improper use of power which departs from reasonable conduct; Examples include but are not limited to words, gestures and actions which annoy, harm, abuse, torment, pester, persecute, bother and embarrass another person, as well as subjecting someone to vexatious attacks, questions, demands or other unpleasantness. A single act, which has a harmful effect, may also constitute harassment.

Properly discharged supervisory duties *do not* constitute "personal abuse or harassment" (see section below entitled "What Harassment Is Not").

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 B.T.I. employees are not considered harassment. This policy is also not intended to inhibit free speech or interfere with the normal social relations that are part of life in this organization.

REPRISALS

Every person has the right to claim and enforce their rights under this policy, to institute and participate in proceedings under this policy and to refuse to infringe a right of another person under this policy, without reprisal or threat of reprisal for so doing.

If the allegation of harassment is unfounded, the complainant and the accused party will be so advised in writing.

Information gathered during the investigation will be disclosed for the purpose of conducting the investigation or as compelled by law. Results of the investigation will be maintained in a confidential file and will not be filed in the accused's personnel file. However, this information may be referred to in the future should another incident involving the employee occur.

Employees, be they the accused or the complainant, who are not satisfied with the investigation/resolution process, may bring the matter to the attention of the President of Burlington Technologies, and/or the Local Union President.

GUIDELINES

This policy applies to all persons and all activities on the Company's premises, as well as all organization-sanctioned activities, including but not limited to, conferences, training seminars, travel, sales calls and social events.

Any employee who feels he/she are being subjected to harassment should:

- make objection clearly known to the offender and ask him or her to stop (If you are uncomfortable meeting with the offender alone to ask him/her to stop, please ask your Supervisor, Manager and/or Union Plant Chair to join you in the meeting or to meet with the offender on your behalf);
- prepare and maintain a written record of the dates, times, nature of the behaviour and any witnesses; and
- report the behaviour to a Supervisor, Manager, Human Resources Department and/or the Union Plant Chairperson.

The Company will deal with the complaint as with any other complaint of this type, as discussed in the Workplace Harassment Complaint Procedure. The identity of the parties and the details of the complaint will be kept confidential as possible.

Preventing harassment is everyone's responsibility. Supervisors and Managers are expected to act against harassment that comes to their attention even without a complaint. Employees who witness harassing behaviour are expected to report it to a Supervisor, Manager, Human Resources Department and/or the Union Plant Chairperson.

COMPLAINT PROCEDURE

Any employee who feels that he/she has been the subject of harassment and has confronted his or her harasser and has not been able to rectify the situation is

encouraged to report the matter immediately to the Supervisor, Manager, Human Resources and/or the Union Plant Chairperson. A formal investigation will be conducted by a Human Resources Representative, a senior management team member and the Union Plant Chairperson. A thorough, impartial and confidential investigation will normally include, but is not limited to, interviews with the complainant, the accused party, relevant witnesses and a review of any pertinent records. Retaliation or threats against a complainant or a witness for taking part in an investigation of a complaint is strictly prohibited and may result in discipline, up to and including termination of employment.

The objective in handling a complaint is to complete the investigation and communicate the results to the complainant and the accused party within (30) days of receipt of the complaint. Where an employee feels threatened or severe harassment is claimed, the employee may remain in their regular assignment, be assigned to a mutually acceptable area or, where in Management's sole discretion it is deemed appropriate, be permitted to cease work without loss of pay until a suitable resolution may be established.

Upon completion of the investigation, a report will be prepared by the investigators which will include, if appropriate, recommendations regarding corrective action.

Following the completion of the investigation, the complainant and the alleged offender will be advised in writing as to whether the complaint was substantiated, unsubstantiated or whether the results were inconclusive. The Complainant will also be advised as to whether action was taken, including details of any action taken that specifically affects that individual directly (ie. reassignment of work duties or immediate supervisor). However, the details of any disciplinary action, where taken, will only be provided in writing to the alleged offender.

If the investigation of the allegation of harassment is inconclusive or determined to be unfounded, the complainant and the accused party will be so advised in writing.

In an effort to protect the privacy of all employees involved in harassment complaints, all investigations of harassment complaints will be performed as confidentially as possible. All persons involved in the investigation are expected to keep all information related to the investigation confidential, and are not to disclose any information to any other person except persons involved in investigation process itself or as required by law. If you are involved in the investigation process and have any questions as to what information can be discussed and with whom, please speak to the human resources department. Employees who violate confidentiality requirements of the investigation process may be subject to discipline. The results of investigations will be maintained in a confidential file which is separate from any personnel files. However, this information may be referred to, where relevant, in future workplace matters.

Employees, be they the accused harasser or the complainant, who are not satisfied with the investigation/resolution process, may bring the matter to the attention of the President of Burlington Technologies and/or the Local Union President.

CORRECTIVE ACTION

Any employee who is found to have engaged in any type of harassment, retaliation against a complainant or witness, a breach of the above-noted confidentiality requirements related to an investigation, or any other violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

LETTER OF UNDERSTANDING "K"
Cell Operation

The Company and the Union agree that where production situations arise that could jeopardize a customer's next scheduled delivery requirement, the Company can schedule a Cell Operator to temporarily run two die cast machines and relinquish trim responsibilities. When this situation occurs, the cell operator will receive a premium of \$0.15 cents per hour and the Union will be notified accordingly.

LETTER OF UNDERSTANDING "P"
Lay-off and Recall

The Company and the Union agree to the following in regard to recall rights.

Employees are entitled to recall rights under Article 8.05 of the Collective Agreement. Giving up recall rights will result in termination of employment with Burlington Technologies and as such the Company will in accordance with Article 8.05 pay the termination and severance pay as required.

Should an employee choose to keep their recall rights and are not recalled prior to the expiry date outlined in Article 8.09 their employment will terminate when their recall rights expire.

Should an employee elect to give up their recall rights, they must do so within 2 weeks of the date of the lay off letter.

Letter of Understanding–“Q”

HEAT STRESS

- *The absenteeism policy will be amended to add to the list of excused absences “partial day absence commencing when humidex reading greater than 35 degrees.”*
- *The Work Instruction-Heat Stress will be amended on pages 2 & 3 re: heat days as follows:*
 - *Change “Extreme Heat Day 36 <H< 40” to “Extreme Heat Day >35 **Humidex< 40**”*
 - *Change 5.10 to read “absences or leaving work early as a result of heat related stress will result in an unexcused absence in the Absenteeism Policy, unless the employee produces, on his return to work, a doctor’s note which complies with the Absenteeism Policy.”*

Accept for the foregoing, the Absenteeism Policy and Work Instruction-Heat Stress do not form part of the Collective Agreement.

Letter of Understanding—"R"

Pension

The parties agree to meet following 2006 ratification to review allocation of monies currently committed to the Pension.