

AGREEMENT

between

**JOHNSON
CONTROLS**

JOHNSON CONTROLS, L.P.
AUTOMOTIVE SYSTEMS GROUP
WHITBY, ONTARIO

(hereinafter referred to as the Company)

and

CAW  TCA

CANADA

NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA

(CAW - Canada)

and LOCAL 222

(hereinafter referred to as the Union)

September 1st, 2002

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AGREEMENT

This agreement is entered into on September 1st, 2002 by and between Johnson Controls, L.P. Automotive Systems Group, Whitby, Ontario, hereinafter referred to as the Company and the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its local Union Number 222, hereinafter referred to as the Union in order to provide an orderly collective bargaining relationship.

It is the purpose of this agreement to assure the continuous, efficient, economical and profitable operation of the Company's plant; to prevent strikes, slow downs and any other disturbances which may interfere with production; and further setting forth the agreement covering wages, hours of work, dismissals and other conditions of employment. The parties collectively recognize and agree it is in the best interest of all concerned to create a strong partnership based on harmony, integrity, mutual trust and respect. The parties further recognize and agree it is in the best interest of the Company and Union to work together sharing the same common goals.

ARTICLE I

Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions. This agreement will pertain only to its associates in the bargaining unit.

The policy of the Company is to extend employment opportunities to qualified applicants and associates on a non-discriminatory basis.

Hiring for the establishment and implementation of employment practices and procedures are the responsibility of the Company. Likewise, the responsibility for decisions as to whom is hired, or who is best qualified for employment rests with the Company.

Definition

All company associates located at its plant at 1555 Wentworth Street, Whitby, Ontario, save and except for: supervisors, person above the rank of supervision, technical personnel and all office and sales staff.

Work Exclusion

Management will not perform bargaining unit work to such an extent that it causes the layoff of bargaining unit associates or an erosion of bargaining unit work, except in the following types of situations:

On experimental and developmental work or methods, including work generated by a program launch, prototypes and samples.

In an emergency situation to avoid customer plant shutdown, shortage of components or to protect product, equipment and material.

In the instruction or training of associates, including the demonstration of the proper method to accomplish the task assigned.

Persons excluded from the Bargaining Unit will not displace any represented associate.

Function of a Team Leader

The Team Leader is an hourly rated associate whose primary function is to lead the work of a group of associates of which they are a member. Their function is to assist the others in the group to maintain the scheduled flow of work and material, as well as do productive work to which they are assigned. The Team Leader does not have disciplinary authority.

ARTICLE II

Management's Rights

Except as, and to the extent specifically modified by this agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

(A) The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, (which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement) policies and procedures, to be observed by its associates, which shall be administered in a fair, impartial and consistent manner to all associates; to discipline, suspend and discharge associates for just cause, subject to the right of an associate to lodge a grievance as provided herein.

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

(C) The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standard of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of associates; the use of improved or changed methods and equipment; the number of associates needed by the Company at any time and how many shall work in any job; the

number of hours to be worked; starting and quitting time; shift hours and rotation thereof; methods to be used to ensure security of the Company's property; and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

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

ARTICLE III

Human Rights

There shall be no discrimination, interference, restraint, or coercion by or on behalf of the company regarding any associate because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce, or attempt to intimidate any associate of the Company and shall not, on Company time or premises, conduct Union activity except as herein expressly proved.

The Company, the Union and associates will not discriminate against any associate because of race, sex, creed, religion, colour, national origin, physical handicap, sexual orientation, or political affiliation nor will they condone sexual harassment or other harassment in any form. The parties agree that harassment is a serious problem that is commonly defined as engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcomed.

Harassment may involve such matters as name-calling, identifying jokes, stereotyping, or other demeaning or other insulting behaviour because the person is a member of an identifiable group.

Sexual harassment may involve such matters as crude sexual jokes or sexual names, the display of obscene or pornographic material, sexual

advances, grabbing, touching, or other demeaning and insulting behaviour.

The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.

ARTICLE IV

Union Security

The parties agree that all associates must be members of the Union as a condition of employment. The Company agrees to give each associate a copy of the Collective Agreement.

The parties also agree that all associates shall pay union dues and initiation fees as a condition of employment.

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

The company agrees to forward to the Financial Secretary of the Union by cheque each month, not later than ten (10) working days following the end of the month in which the deductions were made, the total amount deducted and a list from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of Local 222 will notify the Company of any change in the amount of Union dues and/or initiation fee, that may from time to time take place in line with the Constitution and/or Local Union by-laws. Union dues are to be reported on the T-4 slip.

The Company will forward to the Union the names and addresses including postal codes of all associates covered by the Collective

Agreement and will forward any changes of addresses upon receiving a change from the associate.

ARTICLE V

Strikes and Lockouts

The parties agree that during the life of this agreement, there shall be no work stoppages or interruptions, strikes (including Sympathy Strikes) slowdowns or sick-outs, or impeding of work of any kind of nature. The words “strike” or “lockout” shall be as defined in the Labour Relations Act of Ontario.

No officer or representative of the Union shall authorize, instigate, and/or condone any such activity as referred to above. No associate shall participate in any such activity. In the event any associate or group of associates covered **by** this agreement participate in any such unauthorized activity, the union agrees that upon notification from the Company of such occurrence, it will direct such associate or group of associates to resume normal work activity and will take effective means to terminate the unauthorized conduct. If the activity does not terminate, the Union (including both the Local and National) shall not be liable to the Company for any and all damages resulting from the unauthorized activity from its inception.

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

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

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

ARTICLE VI

Union Representation

Associates represented by this agreement will be represented by a Plant Committee consisting of five (5) people, one of which will be the Chairperson. There will be one skilled trades representative functioning within the plant. This representative may be either one of the five member plant committee or one of the elected stewards.

The Plant Chairperson will be full time and work the day shift.

The Plant Chairperson will maintain the top rate of pay of the highest rate to which they can bid to within the bargaining unit.

Associates on each shift will be represented by a Steward in each product zone. The Plant Committee will serve as the Stewards in their respective product zone and will rotate with their shift if a system to keep them on days cannot be developed. The company will not be obligated to add to the plant's headcount for the committee to work the day shift.

The Plant Chair will be allowed weekend overtime when at least 50% of the plant is working overtime.

The Company will provide the Union with a furnished office for the exclusive use of the Union Committee.

The Company will recognize alternate representatives who shall act in the absence of any Union representation.

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

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

If the Union representative is required to leave their workstation for the purpose of handling a grievance or complaint, they shall first secure permission from the respective Shift Co-ordinator.

Such permission shall not be unreasonably withheld. Each Union representative and Management person will in turn act responsibly in their dealings with regard to these matters.

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

The Company agrees to hold monthly Labour-Management meetings for the purpose of discussing issues relating to the workplace which affect the parties or any associate bound by this Agreement. The Plant Committee will attend these meetings with pay.

ARTICLE VII

Grievances

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

The Company will provide grievance forms.

Step 1.

Any associate or group of associates having a grievance shall first take the matter up with their Shift Co-ordinator who will attempt to resolve it. If requested, the Shift Co-ordinator will send for the Steward who will then discuss the complaint with the concerned Shift Co-ordinator.

Step 2.

If the complaint is not satisfactorily resolved within twenty-four hours the Steward will then submit a written grievance signed by the complaining associate(s) citing the incident and the provisions of the agreement that are claimed to have been violated. The company will respond to the grievance in writing by the end of the second work day

following the date of the written grievance. The grievance shall be considered settled on the basis of the Company's response if the Union fails to give written notice by the end of the second work day following the date of the Company's response that it desires to proceed to Step 3.

Step 3.

If the matter is not resolved in Step 2, it will be addressed at the next third step meeting, which will be between the Plant Committee and Company representatives every two (2) weeks. The Company will respond to the grievance by the end of the third work day following the date of the Step 3 meeting. The grievance will be settled based on the Company's Step 3 response if the Union fails to give written notice by the end of the third work day following the Company's Step 3 response that it desires to proceed to Step 4. If there are no grievances to be discussed, the bargaining committee will meet among themselves to discuss other plant concerns including such performance issues as Scrap, R.P.P.M.'s, First Time Capability, and Machine Utilization. Further, the Committee can invite up to four other union representatives to attend this meeting.

Step 4.

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

Step 5.

If the matter is not resolved in Step 4, the Union may request arbitration by sending a letter (within 10 days of its response to the Company's Step 4 response). Within five (5) days of the giving of written notice both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common on both lists, either

party may within ten (10) days after the lists have been exchanged request the Minister of Labour of Ontario to submit a list of five available arbitrators. The parties shall then attempt to agree on one of the five or request a new list.

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

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

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

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

Policy grievances may be filed by the Committee on behalf of the Union or the associates at the third step, providing it is within three (3) working days of the alleged violation.

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

Throughout all the steps of the grievance procedure, the time limits shall apply equally to the Union and the Company, but can be exceeded by mutual agreement. Anytime either of the parties fail to

respond within the time limits or agreed upon extension of the time limits, they will default their position and the grievance will be settled based upon the other party's last written request. Such settlement, however, will be on a non-precedent setting basis.

ARTICLE VIII

Wages

8.01 Rate of Pay

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

New production associates hired on or after the effective date of this Agreement, who do not hold a seniority date shall be hired at a rate equal to \$2.00 less than the maximum base rate of the job classification. Such associates shall progress towards the top rate for their respective classification at a rate of fifty cents (.50) per hour every six (6) months.

8.02 Payday

Associates will be paid every Friday, barring any unforeseen and unavoidable circumstances. Each associate's pay will be deposited to their individual accounts at the bank of their choice. Each associate will receive a statement of his or her earnings and deductions every Friday.

Each associate will be paid one week in arrears.

The only deductions made from associate's pay will be those required by law and authorized by the associates themselves.

ARTICLE IX

Seniority

9.01 Definition

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

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

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

(4) A probationary associate shall acquire seniority rights after ninety (90) calendar days in any consecutive six (6) month period provided that there have been no interruptions of one week or more.

Probationary associates disabled as a result of an occupational injury or illness compensable under the Work Place Safety and Insurance Act shall be given credit for the period of disability toward acquiring seniority.

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

(5) Should one or more associate be hired on the same day, they will be entered on the seniority list by drawing numbers. The Human Resources Manager or designate and the Plant Chairperson or designate shall jointly co-ordinate this activity during the orientation process and sign off.

(6) Temporary Part Time Program - Refer to Appendix B

9.02 Loss of Seniority

An associate shall lose all seniority rights and their employment shall be terminated for the following reasons:

(A) Quits or retires

(B) Discharged by the Company and not reinstated through the grievance procedure

- (C) Absent for three (3) consecutive work days and prior to the end of the business day on the third day of absence;
Fails to report the absence to a Shift Co-ordinator or Human Resources and;
Fails to provide proof satisfactory to the Company that the delay in reporting of and the absence itself were unavoidable and beyond control
- (D) Prior to the end of the business day on the third work day following the expiration of a leave of absence,
Fails to return to work or:
Fails to provide proof to the Company of inability to return and for not reporting such in a timely fashion
- (E) Fails to report to work within three work days of recall.
- (F) Has been continuously on layoff or on a leave of absence for twelve (12) months or a length of time equal to seniority, whichever is greater

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

9.03 Associate Files

Associate's personal files are kept confidential in the Human Resources department.

Associates are required to notify the Human Resources department as soon as any changes occur regarding - phone numbers, dependent status, beneficiary designations

9.04 Medical/WSIB Files

Only in the absence of the Plant Nurse, the designated person in the Human Resources Department acting in his/her absence, will have access to associates' medical files.

Only the Human Resources Manager or the person in the Human Resources Department assigned the responsibility for managing WSIB will have access to associates' WSIB files.

ARTICLE X

Product Zones & Classifications

Product Zone	Classification (s)	
Instrument Panels	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Door Panels	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Overhead Systems	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Parcel Tray / Floor Console & Trim	Production Operator Material Handler Team Leader	Interchangeable Interchangeable Non-interchangeable
Plant Wide	Shipper / Receiver Maintenance Associate	Non-interchangeable Non-interchangeable

Note - Classifications of Shipper / Receiver and Maintenance Associate shall not be limited to individual product zones, but rather service the entire plant.

ARTICLE XI

Layoff & Recall

Reduction of Workforce – Temporary

Generally speaking, a temporary layoff applies when reductions do not exceed ten (10) working days.

Layoffs under this section will be by seniority in the classification, vehicle line and shift, within the product zone.

Reduction of Workforce – Short Term

A short term layoff applies when reductions within the workforce are greater than ten (10) days but do not exceed sixty (60) days.

Layoffs under this section will be by seniority in the classification, within the product zone.

Reduction of Workforce - Permanent

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

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

Student and/or temporary part time associates will be the first to be removed from the plant followed by probationary associates. This is not intended, however, to allow the displacement of probationary associates in skilled classifications by seniority associates in interchangeable classifications or other unrelated non-interchangeable classifications.

So far as practical, the Company will give those associates who are affected by indefinite layoffs five (5) days' notice.

Recall from Layoff

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

Associates who are recalled after having been on Layoff for ten (10) consecutive work days may refuse the recall if they are working as a full-time associate for another company and can document such in writing within three days of the date they are to return to work for Johnson Controls. No associate shall have the right to more than one such refusal. Further, such associates will remain on layoff and will be governed by all appropriate contract provisions.

ARTICLE XII

Transfers

12.01 Job Postings – Hourly Promotional Opportunities

In the event promotional opportunities occur, including non-interchangeable vacancies within the bargaining unit, the Company will post such vacancies for a period of five (5) working days. Seniority associates interested in these vacancies may apply. Each posting will list the qualifications and the number needed. Immediately upon making the initial award, the name of the associate awarded the job will be posted and given to the Union. A posted notice will notify associates, if a bid is cancelled.

Team Leader and Shipper/Receiver positions will be awarded the bid based upon skill and ability. When skill and ability are equal, seniority shall be the tiebreaker. If no one bids, the Company may, at its discretion, fill the vacancy with a new hire or least senior associate in the plant. Material handler positions shall be awarded by seniority based upon the satisfactory completion of the lift truck certification and safety program.

As soon as practical, the successful bidder will be placed in the new classification.

Associates bidding on a higher paying position will not be paid the higher rate until they transfer to the new position and then they will be paid back to the date they were awarded the bid.

Associates may not bid for a job posting any more frequently than every six (6) months.

Once placed in the new classification, the associate will have ten (10) days to demonstrate the ability to perform satisfactorily. During these ten (10) days the associate will be provided instruction to become familiar with the job. This period may be extended by mutual agreement. In case the associate is not retained in the job by the Company, the associate will be returned to their former classification and shift. If the associate voluntarily elects to give up their rights to the job, they will forfeit their right to bid on other vacancies for a period of six (6) months.

When required, the secondary posting shall be pending the successful placement of the primary and in any event not to exceed ten (10) days unless otherwise mutually agreed upon.

All non-interchangeable jobs will be posted.

Up to four **(4)** associates will be given opportunities to qualify for any one posting for interchangeable jobs only.

The rate of pay for an associate transferring under this section will be at the same step of progression for the new classification as to the classification from which they are transferring from.

The Union will be given copies of all applicants and awards.

12.02 Product Zone Transfers

Seniority associates, who have reached the required level of performance within their current classification, are eligible to bid and be considered for a product zone transfer. The transfer process allows associates to request and bid on transfers to different jobs, shifts or product zones within their respective classification.

When positions become available, transfer opportunities will be posted as per 12.01 and applicants will be awarded transfer requests based upon seniority.

The Company has the right to maintain a balance of experienced associates within the product zone to ensure the operation of that product zone not be unreasonably restricted due to the transfer of associates within the same classification between product zones and shifts.

During any product launch, the parties agree that transfers between product zones will not be made available until six (6) months following the start of production (SOP).

12.03 New Jobs

If the Company elects to form a new classification it will inform the Plant Committee in writing setting forth the classification and the rate of pay.

The Union shall have five (5) working days to dispute the rate of pay assigned to the classification.

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

If the Company and Union cannot mutually agree to the rate within five (5) working days, the issue will be resolved through the Grievance Procedure.

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

The newly created classification shall be posted for bid no later than thirty (30) calendar days after the date the Union was given its written notification.

12.04 Temporary Assignments

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

In case of temporary assignments of more than one week, the assignment will first be offered to the senior qualified associates in the classification from which the transfer is being made. Failing volunteer(s), the most junior associate(s) within the classification will be forced.

12.05 Transfers Outside of Bargaining Unit

If any associate on the seniority list, covered by this agreement, is temporarily transferred or appointed to a position outside of the bargaining unit by the Company for a period of thirty (30) days or less, and then is transferred back to a position which is covered by this agreement, the associate will return to their shift and classification. If this period exceeds thirty (30) days, but not greater than sixty (60) days, the returning associate will have no right to their previous job or shift. Seniority will not accrue for associates temporarily transferred from the bargaining unit.

ARTICLE XIII

Holidays

During the duration of this Agreement, the Company agrees to honour all statutory holidays with pay for active associates. Non-statutory holidays as observed by the customer, will be paid upon the successful completion of the probationary period.

Unless a reasonable excuse is presented, associates must work the scheduled workdays immediately before and after the holiday to be eligible for the holiday pay.

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

An associate scheduled to work any of the above holidays and fails to do so will not receive the holiday pay. When a paid holiday falls during an associate's approved vacation the associate will receive the holiday pay.

None of the above is intended to deny paid holidays that are due associates in accordance with the Ontario Employment Standards Act.

Holidays:

Statutory

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

Non-statutory

As observed by the
customer's schedule

Note – as per the memorandum of settlement, dated August 22, 2002, the term active associates refers to those associates working, including holidays, vacation and layoff of ninety (90) days or less and leaves of absence of ten (10) days or less.

ARTICLE XIV

Hours of Work

14.01 Work Day/Work Week

The normal work day will be 8 hours and the work week will not be more than 48 hours.

In order for associates to plan and arrange their time, the Whitby Plant will operate on rotating shifts. Shift rotation will include two weeks of days and two weeks of afternoons. The third shift, i.e. mid-nights, it will be a steady, non-rotational shift.

As an example, a three shift operation might appear as follows:

Days	6:30 a.m. to 2:55 p.m.
Afternoons	2:30 p.m. to 10:55 p.m.
Mid nights	10:30 p.m. to 6:55 a.m.

Two fifteen (15) minute breaks; one prior to lunch and one after lunch, and one twenty-five (25) minute unpaid lunch break. An additional ten (10) minute break will be allowed for each additional two (2.0) hours worked which will be taken prior to the overtime period.

As an example, a two shift operation might appear as follows:

Days	6:30 a.m. to 3:00 p.m.
Afternoons	4:30 p.m. to 1:00 a.m.

Two fifteen (15) minute breaks; one prior to lunch and one after lunch, and one thirty (30) minute unpaid lunch break. An additional ten (10) minute break will be allowed for each additional two (2.0) hours worked which will be taken prior to the overtime period.

The Company may find it necessary to change an associate's shift or shift hours, based on production requirements. The Company will meet with the Union and inform the Plant Committee of the circumstances when these situations occur.

The Union and the associates involved will be given as much advanced notice as possible whenever any changes to the above occur, This is not intended to circumvent the Company's ability to extend hours of work to schedule required overtime.

14.02 Shift Premium

Afternoon Shift - \$.75 per hour

Midnight Shift - \$1.00 per hour

ARTICLE XV

Overtime

15.01 Overtime Assignments

Overtime requirements will be scheduled according to the customer's weekly production requirements.

Due to our customer's production requirements, the parties agree that as a condition of employment, associates will be required to work week end overtime, i.e. Saturdays up to a total weekly maximum of forty-eight hours per week. Daily voluntary overtime will not exceed four (4) additional hours per day.

Any voluntary overtime opportunities will be offered on a rotational basis starting with the most senior associate(s) within the classification, shift, and overtime group. Regardless of whether the most senior associate accepts or declines the offer, the next offer would go to the next most senior, and so on, until everyone in the overtime group has had the opportunity to accept or decline an offer of overtime. If enough senior associates do not volunteer, then the least senior within the classification on the shift and within the group where the overtime is to be worked will work the overtime provided they are fully trained to do the job.

The parties agree that daily overtime assignments will be treated separately from weekend overtime assignments as per the above. The Company will maintain and post separate overtime charts for daily and weekend overtime.

No associate will be permitted to work more than twelve (12) hours in a twenty-four (24) hour period without an eight (8) hour break.

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

The work notice for foreseen weekend overtime work must be given by 10:00 a.m. on the Thursday prior to the weekend. When possible, the Company will let the associates know on Wednesday.

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

15.02 Overtime Pay

Hours worked beyond eight (8) in a workday or forty (40) in a workweek will be paid at time and one half the associate's regular straight time hourly rate,

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

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

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

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

ARTICLE XVI

Reporting & Call In Pay

16.01 Reporting In Pay

All associates reporting for work without having been advised that there is no work shall receive a minimum of four (4) hours pay at the applicable hourly rate, unless it is due to circumstances beyond the Company's control.

16.02 Call In Pay

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

ARTICLE XVII

Vacation

Years of Seniority

As of January 1

Days off with Pay

Less than 1 Year	4% of previous year's earnings
1 Year Less than 3	Ten days off with pay at the applicable hourly rate
3 Years Less than 5	Twelve days off with 100 hours of pay at the applicable hourly rate
5 Years less than 10	Fifteen days off with pay at the applicable hourly rate
10 Years	Twenty days off with pay at the applicable hourly rate

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

The above entitlements are based on the associate's seniority in each vacation year when vacation is taken. Associates will be paid their corresponding vacation entitlement as they actually take their vacation.

Vacation shall not be accumulated year-to-year. Associates' vacation is mandatory and will be taken in accordance with customer shutdown periods.

The Company will post the annual vacation shutdown by May 1st, or as advised by the customer's plants.

Generally speaking, vacation will be taken at a minimum of eight (8) hour increments.

Vacation earned over and above the customer's shut down period, will be honoured on a seniority basis by shift and product zone within the plant for the first two (2) weeks during which vacation requests are accepted for the upcoming calendar year. Thereafter, vacation requests will be honoured on a first come first served basis.

The Company reserves the right to limit the number of vacations if the number in any one period of time would prove disruptive to the operation. The Company will not use this prerogative in an unreasonable manner. Nor will the Company cancel anyone's vacation once it has been approved.

ARTICLE XVIII

Bereavement

Seniority associates will be granted three (3) regularly scheduled workdays off with pay (excluding weekends) for the purpose of making arrangements and attending the funeral in the event of the death of any of the following:

Spouse
Child/Step-child
Parent/Step-parent
Brother, Sister/Step-sister, Step-brother
Grandparents / Grandchildren

Current –
Mother / Father / Daughter / Son / Brother / Sister -in-law
Spouse's grandparents

The three (3) days must be taken off immediately following the date of death unless unusual circumstances prevail.

An associate who is off on vacation or holidays when a death of a relative, as spelled out in this Article occurs, will be allowed up to three (3) days as a bereavement leave following the vacation or holidays.

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

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

ARTICLE XIX

Jury Duty

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

This will also apply to associates serving as a Crown witness.

ARTICLE XX

Health and Safety

20.01

The Company will make adequate provisions for the health and safety of all associates during the hours of employment.

The Company and associates shall comply with all applicable Federal, Provincial and Municipal Environmental and Health and Safety legislation and regulations. All associates share responsibility for taking an active part in protecting themselves, their fellow associates and the environment.

The parties agree to set up a Joint Health and Safety and Committee comprised of at least four (4) members, with half representing the Union. It is the intention that this committee will inspect the condition of the plant and meet at least monthly to review the Health and Safety system and relevant plant issues and make recommendations to management on the elimination of health and safety hazards. The hourly members of the Joint Environmental Health and Safety Committee will be allowed to meet one (1) hour in advance to this monthly meeting to prepare.

And will

The Company will provide Health and Safety training for members of the Joint Committee when determined appropriate, at a minimum on an annual basis. This training may include such topics as, certification, ergonomics, WHMIS, accident investigation, and auditing.

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

- * Monthly plant safety tours
- * Investigation of serious accidents
- * Investigation of critical injuries
- * Participate in work refusal proceedings
- * Accompanying Government Inspectors, National Union Health and Safety and other Environmental, Health and Safety Professionals on plant inspection tours
- * Assist in training associates in applicable Health and Safety Programs as determined by the Committee's co-chairs →
- * Review and input on the selection of mandatory personal protective equipment

The National Union Health and Safety Representative shall have access to the workplace upon request.

The Company will allow the hourly co-chair of the Joint Environmental Health and Safety Committee time off with pay to attend to plant health and safety matters.

- * At least one committee member representing each party will complete certification training.

The Company will ensure that all duties and responsibilities required for certified member(s) under the Occupational Health and Safety Act are complied with. In addition, the Joint

Environmental Health and Safety Committee will also receive all injury and accident reports

in a timely fashion. As defined in the Occupational Health and Safety Act, on any shift, an hourly certified member will investigate without undue delay all critical injuries and situations involving a dangerous circumstance with the affected associate (if possible) and the immediate Shift Co-ordinator.

Monitoring

- (a) The Company shall inform the Joint Environmental Health & Safety Committee Co-chair before any industrial hygiene testing is initiated.
- (b) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.
- (c) The Company will provide the appropriate MSDS to the hourly co-chair of the Joint Environmental Health & Safety Committee prior to any chemical trial.
- (d) The Company will provide associates medical examinations and clinical testing in accordance with the applicable regulations.

Right to Accompany Inspectors

- (a) The Company shall give a copy of the reports or any other written documents received from the inspector to the union co-chairperson. A certified member representing the Union shall accompany the Government Environmental Health and Safety Inspector during an inspection. A copy of any report issued by the Government Inspector as a result of their inspection, shall be given to the Union Joint Environmental Health and Safety committee members.
- (b) The Company shall give a copy of the replies to such reports or documents to the union co-chairperson.

Noise Abatement

- (a) The Company shall ensure that a baseline audiometric test be performed for all associates within one (1) month of hire. The Company shall then provide bi-annual audiometric tests for all associates who are exposed to an eight (8) hour time weighted average noise levels in excess of 80 dbA. The results of the audiometric examinations will be given to each associate and discussed in detail with each associate. Results shall be supplied to the Joint Environmental Health & Safety Committee upon request,

Ergonomics

All existing and new equipment / processes will be reviewed by a professional ergonomist. The Company shall establish an ergonomics team to review potential ergonomic issues and to participate in correcting them. This team shall be comprised of members of

management, including representation from the Bargaining Unit and/or the Joint Environmental Health & Safety Committee. The Team will be given appropriate training.

Lockout Program

- (a) Both parties recognize the need for a lockout procedure.
- (b) Associates, who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training for authorized associates.
- (c) The Company shall provide each authorized associate with all equipment required to ensure the proper and safe lockout of equipment to be repaired or serviced.
- (d) No associate shall remove another person's lock unless the procedures in the specified Lockout Work Instruction for lock removal are strictly followed.

Lifts & Lift Truck Licensing

The Company will give refresher lift truck training to all certified drivers on a bi-annual basis.

20.02 Injury on the Job

Associates who are injured at work and who are unable to continue at their job or any other job as provided by the Company shall be paid their regular earnings for the balance of the shift on which the injury occurs. If the injured associate requires transportation but is unable to transport on their own, the Company will provide the transportation at no cost to the associate.

20.03 Incapacitated Associates

In the event an associate becomes physically handicapped and is unable to continue their job, exception may be made in favour of such associate on the following basis:

If a job vacancy occurs, which an incapacitated associate can perform, they will be placed on such job without the necessity of a job posting.

A Doctor's certificate of disability by the associate's own Doctor must be submitted. An associate placed on a job because of a

disability will have the disability reviewed at least quarterly. The Company will review all the circumstances with the Union Committee before exercising this provision.

All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

20.04 Production Standards

The employment for associates at the JCI Whitby facility will be based upon the principle of a fair day's work for a fair day's pay.

ARTICLE XXI

Administration of Discipline

A Union representative will be present during all interviews which could lead to discipline, unless the associate otherwise declines their presence.

No written disciplinary action greater than twelve (12) months old will be considered when assessing progressive discipline.

Discipline is defined as any written notice to the associate's record. A copy must be given to the Committee person.

When, in the opinion of the Company, disciplinary action is in order, it will be administered in a timely fashion (usually within three working days after the day of the offense). However, the Company may take additional time, as reasonably required, to conduct a thorough investigation before administering disciplinary action.

ARTICLE XXII

Leaves of Absence

Upon application and one week's notice, except in cases of emergency, the Company may grant leaves of absence without pay when supported by cause. The Company shall determine the need for

and the length of leaves of absence based upon the circumstances surrounding the associate's situation and the prevailing conditions of the Company. The associate, upon expiration of such leave of absence, shall return to their classification in accordance with seniority.

All medical leaves, including maternity leaves, will be documented on the appropriate Medical Leave of Absence forms.

Associates requesting formal unpaid leaves of absence including those for family responsibility leaves, exceeding thirty (30) days, shall make application in writing to the Human Resources Manager or designate. Such leaves of absence may not be extended more than ninety (90) days and may be extended at the option of Management for an additional ninety (90) days upon application to the Human Resources Manager or designate before the expiration of the first leave.

Associates on a Medical Leave of Absence of two (2) weeks or more will notify the Company two (2) days prior to their return.

WSIB/Weekly Indemnity

Anytime an associate makes a claim of inability to work due to a condition unrelated to work and is supported by a physician in the appropriate medical forms; the associate may be paid weekly indemnity.

The Company reserves the right to have the associate examined by the appointed Company physician. If a dispute exists between the associate's doctor and the Company physician, the Company reserves the right to request an independent medical examination.

In such instances, the Company will pay the cost of the third doctor. Any time lost from work as a result of the appointment with the third doctor will be paid as well as mileage at current applicable rate per kilometre providing the associate must travel more than 20 kilometres to make the appointment.

All parties will abide by the third doctor's findings.

In cases of claims of work related disabilities, the Company may have the associate examined by an appointed Company physician.

In situations where the doctors involved agree that the associate is in fact unable to work but not conclusive as to whether it is work related or not, the associate will be paid weekly indemnity in accordance with the current plan. Once WSIB makes a final determination, the appropriate redistribution of money will **be** made, including the associate, repaying the Company's weekly indemnity fund.

Maternity Leave

The Company agrees to provide female associates with seniority and upon application a pregnancy leave without pay in accordance with the Ontario Employment Standards and / or the Employment Insurance Act.

As per the memorandum of settlement, dated August 22, 2002, the Company agrees to top up the difference between short-term disability and EI Benefits.

Female associates going on a maternity leave must submit a doctor's statement as soon as possible, indicating the expected date of birth. Pregnant associates may continue working up to the expected date of birth providing she can satisfactorily perform her duties. This pre-natal period can be extended if in the opinion of the Company doctor or the associate's doctor, it is necessary.

The associate may remain on maternity leave as long as her doctor states she is medically unable to work. Upon release from her doctor, the associate will, upon her request, be granted a personal leave of absence for a period not *to* extend one year minus the length of time she was on maternity leave and Parental leave.

Male and female associates are eligible for Parental Leave as afforded by the Employment Standards Act.

Military Leave

Any associate covered by the provisions of this Agreement, who is required to enter active duty in any of the Allied Armed Forces shall accumulate seniority and upon completion of the initial enrollment of service be reinstated to their former or similar position at the

prevailing rate. This provision shall not apply, however, if the said associate does not make application for re-employment within two (2) weeks after release from the Armed Forces.

Union Leaves of Absence

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

The Company will also honour requests for incidental Union leaves of absence authorized by the respective National Representative for the Whitby plant. The Company will be given five (5) days notice in writing and addressed to the Human Resources Manager. The Company will continue to pay the associates while on such leaves and bill the Local accordingly.

Personal Absence Allowance (PAA)

The Company will maintain the personal paid allowance program currently in effect prior to the date of this collective agreement. Associates will be eligible to participate after one year of service. A total of twenty-four (24) hours per calendar year is available at a minimum of four (4) hour increments. Hours not consumed will not be paid in lieu nor carried over into the next calendar year. PAA must be pre-approved by the Company.

ARTICLE XXIII

Sexual Harassment

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

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

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by the joint committee consisting of the Plant Chairperson of the Union and the Human Resources Manager or their designate.

ARTICLE XXIV

Substance Abuse

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

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

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

The Company will provide an Employee Assistance Program, in addition the union will appoint one EAP representative .

ARTICLE XXV

General

25.01 Bulletin Boards

Bulletin boards will be provided centrally within the plant to provide associates with information about the Company, Company's customers, upcoming events, etc.

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

In addition to the Company bulletin boards, the Union will be provided one for its use located centrally within the plant. These boards will be used to keep associates informed about the Union. As a matter of courtesy, the Union will advise Human Resources in advance of any postings.

25.02 Data to be Supplied by the Company

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

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

25.03 Moments of Observance

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

Associates will be allowed to observe one minute of silence each November 11th at 11:00 a.m. to honour and remember the veterans of the Great Wars.

Associates will be allowed to observe one minute of silence each December 6th at 11:00 a.m. in recognition of violence against women.

25.04 Violence Against Women

The parties agree that when there is adequate verification from a recognized professional (e.g. doctor, lawyer or professional counselor), a woman who is in a abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of

intent is subject to a standard of good faith on the part of the Company, Union and affected associate(s) and will not be utilized by the Union or associate(s) to subvert the application of otherwise appropriate disciplinary measures. The Union will appoint a female associate to act as a Woman's Advocate.

25.05 Protective Clothing

The Company will provide associates with a personal protective equipment allowance to offset the cost of required safety apparel on the following basis:

Safety Shoes: The Company will pay **up** to \$100.00 towards the purchase of CSA approved safety shoes once every twelve (12) months through a Company directed supplier.

Safety Glasses: The Company will bear the full cost of the first pair of non-prescription safety glasses. A five (\$5.00) dollar replacement fee will apply for lost glasses.

Prescription Safety Glasses: As per the memorandum of settlement, dated August 22, 2002, the Company will bear the costs associated with the purchase of prescription safety glasses and prescription changes provided they are purchased through a Company directed supplier.

25.06 Union Leaves of Absence

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

25.07 Human Rights Training

The Company and the Union will put together a training session requiring joint facilitation at every new hire orientation. Annual refresher training will be jointly conducted on site thereafter.

25.08 Union Education

The Company will allocate \$15,000 each year of the contract for the purpose of training union officers. The National Union will oversee the spending of this fund. If at the end of any given year

the entire \$15,000 has not been used, the balance will be carried over into the next year.

Any money not used by expiration of the contract will be converted into an employee fund. The plant committee will be in charge of this fund.

25.09 Social Justice

The Company will allocate \$5,000 each year of the contract.

25.10 Clothing Allowance

The Company will continue to provide an annual shirt allowance of \$160 each year for the purchase of Johnson Controls shirts with the understanding that associates will wear the company shirt on a daily basis.

ARTICLE XXVI

Termination

This agreement will remain in force until the 31st day of August, 2005, and will continue automatically thereafter for a period of one (1) year, unless either party notifies the other in writing during the period of not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives as of this 22nd day of August, 2002 in Whitby, Ontario.

For the Company

William J. Powers
Steve Johnson
Cathy Henry
Karen Clements
Andy Marzolf

For the Union

Hemi Mitic
Mike Reuter
Larry Williams
Christine Weessies
Pam Vock
Josh Anderson
Louis Bozanis

APPENDIX "A"

WAGE CLASSIFICATION TOP RATES

Classification	Year One September 1, 2002	Year Two September 1, 2003	Year Three September 4, 2004
Production Operator	20.10	21.10	22.10
Material Handler	20.10	21.10	22.10
Shipper / Receiver	20.30	21.30	22.30
Team Leader	10% above respective rate	10% above respective rate	10% above respective rate
Maintenance Associate	31.00	32.00	33.00

APPENDIX “B”

Temporary Part-time Program

The parties agree that management may utilize temporary part time associates.

Temporary part time associates will normally be scheduled to work as follows:

- a) During periods of launch that require specific temporary manpower requirements to meet our customer’s product launch schedules.
- b) To cover extended leaves of absence.

1. Temporary part time associates will not displace regular full time associates.

2. The Company may discontinue the use of a temporary part time associate at any time. If the reason for letting the associate go for anything other than the completion of their assignment, the company will inform the Plant Chair. If the Plant Chair feels that the company was unfair in it’s decision, the decision may be reviewed with the Human Resource Manager. If they cannot resolve the issue, the Plant Chair may review the decision with the Plant Manager. The Company recognizes that a temporary associate has rights afforded them under the Ontario Human Rights Code.

3. Temporary part time associates shall receive 80% of maximum base rate of the classification as stipulated in Appendix “A” and union dues will be deducted subject to the provisions of Article IV of the Collective Agreement.

4. Temporary part time associates are entitled to vacation pay under existing law.

5. Temporary part time associates will not be entitled to any Company paid or sponsored benefit programs during such employment with the Company as a temporary part time associate.

6. If at any time on or before the end of their period of employment a temporary part time associate applies for and is hired as a full-time associate, they will immediately be considered a new hire and will be required to serve the probationary period spelled out in Article 9.01 (4). Upon satisfactory completion of their probationary period, the seniority date will be the date the associate was hired as a temporary part time associate.

In establishing a T-P-T Program, the Company will consider the relatives of full time associates for temporary part time work before considering anyone else.

APPENDIX “C”

Pension

Effective immediately, using each associate’s most recent hire date at the Whitby plant, Whitby associates will be able to participate in the same pension program as the Tillsonburg bargaining unit associates.

Effective September 1st, 2002 the monthly benefit level will be \$30.00 for all associates retiring under the provision plan on or after September 1st, 2002.

Effective September 1st, 2003, the monthly benefit level will be \$32.00 for all associates retiring under the provision plan on or after September 1st, 2003.

Effective September 1st, 2004, the monthly benefit level will be \$33.00 for all associates retiring under the provision plan on or after September 1st, 2004.

Disability pension will be the lesser of

- a) two times the monthly benefit level in effect at the time of the disability for each year of credited service, or
- b) the monthly benefit level in effect at the time of disability for each year of credited service, calculated as if the member’s continuous service continues to normal retirement. The seniority provision for disability pension is in effect after 10 years.

Associates will be able to retire at age 62 with an unreduced benefit. This is not intended to have any effect on people retiring younger than age 62.

APPENDIX “D”

Benefits

The parties have agreed to the flex benefit program as currently exists prior to September 1st, 2002 as listed below. The benefit booklet will form part of this collective agreement.

1. Medical – options 1, 2 or 3 and including the availability of hospitalization, prescription drugs, major medical, hearing, vision care, private duty nursing, paramedical, out-of-country and travel assistance. Deductibles applicable as per option selection.
2. Dental - options 1, 2 or 3 and including the availability of basic and major care, orthodontia (children only). Deductibles applicable as per option selection.
3. Associate Life Insurance – selection of options 1, 2 or 3 available, company paid. Options 4 through 9 available, associate contribution required.
4. Dependent Life Insurance – selection of options 1, 2 or 3 available, associate contribution only.
5. AD&D – selection of options 1, 2 or 3 available, company paid. Options 4 through 9 available, associate contribution required.
6. Health Care Expense Account – (HCEA) – selection of this option entitles associates to deposit extra flex benefit credits in your HCEA. In accordance with Canada Customs and Revenue Agency rules, credits must be used within two (2) years or they will be lost.
7. Group RRSP - selection of this option entitles associates to deposit extra flex benefit credits in the Group RRSP. Associates

are responsible for ensuring that the deposits, along with any other contributions, do not exceed the annual RRSP limit.

8. Weekly Disability – if as a result of illness or a non-work related accident, an associate is unable to perform the essential functions of the job and if no suitable alternative or modified employment is available, company paid disability benefits will be available to eligible associates subject to the terms and conditions as described:

Application – applies to all hourly associates under age 65, whose status is permanent full-time. Eligibility begins after the ninety (90) day probationary period is complete. Associates must be seen and treated by a licensed medical doctor and absent from work for more than the waiting period.

Amount – 60% of weekly earnings prior to the date of disability, exclusive of overtime and CIP bonus. A retroactive change in earnings will be deemed to be effective on the date the change is determined.

Waiting Period – Accident - nil, Illness - 7 days, Illness if hospitalized for at least eighteen (18) hours – lesser of seven (7) days or period prior to hospitalization.

Benefit Duration – twenty-six (26) weeks.

Procedure – payment of weekly disability is conditional upon and will not be made until the associate provides the Company an application for weekly benefits and a completed “Attending Physician’s Statement of Disability”. The Company may request and the associate must provide medical certification as often as the Company request.

Further payment of weekly disability benefits may be conditional upon the associate undergoing a third party medical evaluation (at the Company’s expense). Failure to report for a schedule evaluation may result in the termination of benefits.

Vacation pay shall not accrue on disability benefits, however your seniority will continue to accrue for the period of disability.

Associates shall be encouraged to work part-time for the Company while recovering from a disability provided they receive medical approval to do so. Hours worked will be paid at the regular rate of pay and weekly disability benefits will be paid for the portion of the day not worked.

Upon medical approval to return to work, associates will return without the loss of seniority to their original position, if still open, or to another position for which, in the Company's opinion, the associate has the requisite skill, experience and qualifications.

Subsequent Disability – a new waiting period and benefit duration will start if an associate returns to active full time work for a period of two (2) weeks prior to becoming disabled because of the same or related cause, or one (1) full day before becoming disabled resulting from a different or unrelated cause.

Third Party Liability – If an associate should receive disability benefit payments under the Company plan for loss of income for which there may be a cause of action against a third party, a reimbursement agreement with Maritime Life will be required. This will entitle Maritime Life to be reimbursed for any amount(s), including interest, recovered from a third party for the loss of income or medical and dental expenses. If a lump sum payment is made under judgement or settlement for loss of future income, no further disability benefits will be paid until such time as the sum of benefit payments otherwise payable equals the amount of such lump sum.

9. Long Term Disability - selection of options 1 or 2 available, paying 60% of base pay.

APPENDIX ‘E’

Tuition Refund

As per the memorandum of settlement, dated August 22, 2002, the parties agree that the tuition refund program at the Whitby plant will remain consistent with the corporate tuition refund program.

Associates who have been employed full-time for at least thirty (30) days are eligible to participate in the benefits of the tuition refund program. Part-time temporary and associates on inactive status are not eligible to participate.

The Company will generally reimburse associates up to 100% of the tuition, registration and lab fees for a maximum of two (2) pre-approved courses (not to exceed 8 credits per term). A maximum of one (1) course (not to exceed 4 credits) shall apply for summer terms.

Excluded courses are executive MBA programs, accelerated undergraduate degree programs and other non-traditional and comparatively high cost education programs.

Excluded expenses shall include books, exam fees, transportation, supplies, late fees, service fees, finance charges, etc. In case where books are included in the cost of tuition, fifteen percent (15%) will be assumed to represent their cost in the absence of an itemized list.

Reimbursement will be made as follows – fifty percent (50%) upon final approval of the application and submission of a valid receipt and fifty percent (50%) upon completion of the course(s) and submission of the final grade report or other acceptable evidence of successful completion. Repeated courses shall not be eligible for tuition reimbursement.

Reimbursement will be made through the payroll process and subject to tax if applicable.

APPENDIX “F”

Cost of Living Allowance – COLA

Effective January 1, 2004 and thereafter during this agreement, each employee shall receive a cost of living allowance as set forth in this section.

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

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

The COLA shall be computed using the three month average of the 1986 CPI for March 2004, April 2004 and May 2004 as the base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

One cent (\$0.01) adjustments in the cost of living shall become payable for each .0849 change in the Consumer Price Index.

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

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same base as the index for 1993.

APPENDIX “G”

Attendance Incentive Program

The Company recognizes situations arise that prevent an associate from working a standard workweek.

Bank hours are unpaid time off for personal / emergency needs up to a maximum of forty (40) hours per calendar year. Bank hours are prorated, based upon individual start date. Use of bank hours is subject to the approval of the appropriate manager. Advance notice is required whenever possible.

Time off for bereavement, PAA, disability, jury duty, lack of available work, or approved leave of absence from weekend overtime are exceptions and not recorded as bank hours.

Associates who maintain a full or partial bank shall receive a cash award equivalent to the number of hours, payable at current rate of pay.

Cash rewards will be paid annually the first payroll period in each new calendar year.

APPENDIX “H”

PAID HOLIDAY SCHEDULE

YEAR 2002			
Statutory	Reason	Non-Statutory	Reason
October 14 th	Thanksgiving	October 11th	Friday before Thanksgiving
December 25 th	Christmas	December 23rd	Christmas Holidays
December 26th	Boxing Day	December 24th	Christmas Holidays
		December 27th	Christmas Holidays
		December 30th	Christmas Holidays
		December 31st	Christmas Holidays

YEAR 2003			
Statutory	Reason	Non-statutory	Reason
January 1 st	New Years Day	April 21st	Monday after Easter
April 18 th	Good Friday	May 16th	Friday before Victoria Day
May 19 th	Victoria Day	August 29th	Friday before Labour Day
June 27 th	Friday before Canada Day	October 10th	Friday before Thanksgiving
September 1 st	Labour Day	December 24th	Christmas Holidays
October 13 th	Thanksgiving	December 29th	Christmas Holidays
December 25 th	Christmas	December 30th	Christmas Holidays
December 26 th	Boxing Day	December 31st	Christmas Holidays

YEAR 2004			
Statutory	Reason	Non-statutory	Reason
January 1 st	New Years Day	January 2nd	Christmas Holidays
April 9 th	Good Friday	April 12th	Monday after Easter
May 24 th	Victoria Day	May 21st	Friday before Victoria Day
July 2 nd	Friday after Canada Day	September 3rd	Friday before Labour Day
September 6 th	Labour Day	October 8th	Friday before Thanksgiving
October 11 th	Thanksgiving	December 24th	Christmas Holidays
		December 27th	Christmas Holidays
		December 28th	Christmas Holidays
		December 29th	Christmas Holidays
		December 30th	Christmas Holidays
		December 31st	Christmas Holidays

YEAR 2005			
Statutory	Reason	Non-statutory	Reason
March 25 th	Good Friday	March 28th	Monday after Easter
May 23 rd	Victoria Day	May 20th	Friday before Victoria Day
July 1 st	Canada Day	September 2nd	Friday before Labour Day
September 5 th	Labour Day		

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: Right to Refuse

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

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

Yours truly,
Johnson Controls

Steve Johnson
Plant Manager

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

After the ratification of the initial contract, the company will review the various programs associated with the CAW Skilled Trades programs within Ontario. We will seek to mutually agree upon a program for the Whitby facility that best serves the needs of both the Union and Company.

Yours truly,
Johnson Controls

Steve Johnson
Plant Manager

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: Sequencing

The issue of whether sequencing should become a separate classification was discussed during these negotiations.

The Company agrees that during the life of this collective agreement, if the duties of sequencing change significantly or increase, they will meet with the committee to discuss the merits of making it a separate classification,

Yours truly,
Johnson Controls

Steve Johnson
Plant Manager

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: Temporary Assignments

The parties discussed training associates in anticipation of future production needs, but were unable to agree upon a system for doing so.

The parties agree to review and discuss this as the plant population grows, with the hopes that a satisfactory system can be agreed upon.

Yours truly,
Johnson Controls

Steve Johnson
Plant Manager

Mr. Hemi Mitic

August 22nd, 2002

Dear Mr. Mitic:

Re: CIP Bonus

The Whitby plant continuous improvement plan will remain in effect consistent with plans typical for other JCI plants.

The annual goals, objectives and values attached thereto will be determined each year by the Johnson Controls Vice President of North American Operations.

Yours truly,
Johnson Controls

Steve Johnson
Plant Manager