

Collective Agreement

Between

Automodular Assemblies Inc.

And

**National Automobile, Aerospace, Transportation &
General Workers Union of Canada (CAW-Canada)
And its Local 1090**

September 27, 2007 – September 26, 2010

14030 (01)

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Preamble

The objective of Automodular Assemblies Inc facilities in the Durham region of Ontario, Canada is to operate a cost effective operation which provides outstanding service to our customers through a high quality product, Just-in-Time delivery and responsiveness to their needs.

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

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

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

It is believed that the principles expressed in this preamble will contribute significantly to our co-operatively working together to provide Automodular Assemblies Inc. employees in Canada with improved job security.

This agreement is made the 27th day of September, 2007 between Automodular Assemblies Inc. and their facilities situated in Oshawa, Whitby and Pickering, Ontario herein referred to as the "Company" and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW – Canada) and its local 1090 herein referred to as the "Union".

General Purpose

This Agreement is entered into by the parties hereto in order to provide orderly collective bargaining relations between the Company and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Company and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

The parties also recognize that they have a mutual interest in cooperation which enable safe, economical, effective and competitive operation of the plants.

ARTICLE 1 - RECOGNITION

1.01 Automodular Assemblies Inc. recognizes the Union as the sole bargaining agent of all its employees in Durham Region, Ontario, save and except supervisors, persons above the rank of supervisor, office, sales staff, clerical, engineering, maintenance, quality technicians and students employed for the summer.

1.02 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.

1.03 The Company agrees all new hires both full-time and temporary employees will be hired as probationary employees of the Company. Temporary Part Time Employees and Summer students are excluded.

ARTICLE 2 - NON-DISCRIMINATION

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

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

2.03 WORKPLACE HARASSMENT

INTRODUCTION

Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. Article 2 of this Collective Agreement shall be interpreted in accordance with the Ontario Human Rights Code.

Workplace harassment defined

Harassment is defined as any “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Automodular Assemblies Inc., all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

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

- Unwelcome remarks, jokes, innuendoes or taunting about another’s body, attire, gender, disability, racial or ethnic background, sexual orientation etc. which cause awkwardness or embarrassment.
- Displaying or distributing visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other’s gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Obligations of employees

Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the Company and the Union as soon as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.

What harassment is not

Properly discharged supervisory responsibilities including but not limited to, instruction to employees, direction to employees, disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Automodular Assemblies Inc. employees are not considered harassment.

Complaint and Investigation Procedure

If an employee believes that he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behavior. Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document these events, complete with times, dates, location, witnesses and details.

However it is understood that some victims of harassment or discrimination are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisors or others. The employee should bring the incident forming the basis of the complaint to the attention of his/her supervisor and/or Union representative.

In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee's supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit his/her complaint in writing to the Joint Committee.

The parties will designate independent representatives from the Company and the Union and the Company will pay for their lost time, when necessary. The Company agrees to provide and pay CAW training for three (3) days for two (2) Management and two (2) Union representatives. All employees will receive four (4) hours of training or up-date training during the life of the contract. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if he/she so wishes, have Union representation present during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Company and the Union.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the plant chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

The Human Resources Manager and the plant chairperson will then attempt to agree on what action if any should be taken as a result of the complaint and the findings of the Joint Committee. Any agreed action will then be implemented.

If there is no agreement, the Company reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing, in this article, prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

Right To Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

Further more, the parties agree that details with respect to the procedure regarding the ability of the employees to leave their jobs as outlined above, be developed by the CAW and the Company, and will be implemented as a part of this procedure.

The procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to maintain order and efficiency; increase or decrease the workforce; specify job assignments, to hire, promote, transfer, demote and layoff employees and suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- 3.02 Without restricting the generality of the foregoing, the Union further recognizes the right of the Company to operate and manage its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing and transportation, determination of quality standards, services to be supplied, number and location of its plants, control of materials and parts to be used.
- 3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the plant committee before publication. The Union shall be given a reasonable period of time to review and respond to the changes.
- 3.04 Nothing in this agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.05 The Company and Union agree that in the exercise of each of their rights and in the administration of this agreement they shall do so in a fair and reasonable manner.

ARTICLE 4 - STRIKES, STOPPAGES AND LOCKOUTS

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

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

- 5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall, as a condition of employment, become and remain members of the Union, for the term of this agreement.
- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union.
- 5.03 (a) The Company will, upon completion of an authorization card, signed by an employee covered by clause 5.01 of this agreement, for the duration of this agreement, deduct equal amounts from the first two (2) pay cheques of each month, the regular monthly dues of such employees, and remit monies to the Financial Secretary of the Local Union of the National Union CAW-Canada by the tenth (10th) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.
- (b) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the second pay period of any month, dues deduction shall be deferred to their next pay period subject to 5.02
- (c) Initiation fees shall be taken off on the first pay period immediately after an employee has completed his probationary period.
- (d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month including the name and status of any employee from whom the Company has made no dues deductions. This list will also indicate any employee whose employment is terminated, transferred out of the bargaining unit, or deceased employee.
- 5.04 The Company agrees to supply the CAW National Representative with a list of all employee's names, addresses, phone numbers, and postal codes upon ratification of this agreement. The Company further agrees to provide the Financial Secretary of the Local Union with a quarterly list of names, addresses, phone numbers and postal codes of all employees including new hires.
- 5.05 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.
- 5.06 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this article.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Union shall be represented as follows:

- (a) By eleven (11) stewards:
 - 1. Montecorte - 2 per shift - Total 6
 - 2. Thornton - 2, 2 & 1 per shift - Total - 5

Three Union positions to be full time – the Chairperson and one Committee person at Montecorte and one Committee person at Thornton with an employment link of greater than 75 per plant.

Full time Committee people are to be paid one dollar (\$1.00) above the base rate of pay of the Production Operator.

- (b) There shall be a five (5) person committee made up as follows:
 - Montecorte - 2
 - Thornton - 2
 - Chairperson - 1
 - Total = 5

This committee shall function as the grievance committee.

Union representatives at the time of their election or appointment must have been employees of the Company with seniority.

The duty of the above representatives shall be to represent the employees in the processing of complaints and grievances as outlined in the collective agreement.

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

6.03 A Union representative and/or grievor shall report to and obtain permission from their supervisor or management representative, for the purpose of processing grievances, complaints, or other in-plant Union business as outlined in the collective agreement. Such permission will be granted within a reasonable period of time without undue delay. The Company may need a reasonable period of time to find a replacement. The Union representative and/or grievor shall report back to their supervisor or management representative at the time they return to work.

- 6.04 Company approved time off work by Union representatives or grievors, will be paid by the Company at their normal hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to in-plant Union business. Union representatives will advise their supervisor of their destination and general nature of their business and the time anticipated to transact such business.
- 6.05 The Chairperson shall be granted the full time of his/her shift with pay to perform his/her function under the terms of this Collective Agreement and shall be paid by the Company at a rate of the highest paid classification covered in this agreement. All overtime must be pre-authorized by the Company which will not be unduly refused. The Chairperson will be returned to his/her posted classification and shift upon leaving office.
- 6.06 (a) The Company shall recognize the plants committee, including the Chairperson, for the purpose of meeting with management for the administration of the Collective Agreement and contract negotiations and such meetings shall be recognized as paid time as per clause 6.04 and 6.05 above. Whenever possible the requesting party shall give two (2) working days notice with an agenda of the matters to be taken up at such meeting.
- (b) The Company agrees to meet with the plants committee upon request at least once a month during the term of this agreement for the purpose of discussing issues relating to the workplace which affect the Union or any employee bound by this agreement.
- 6.07 The Company agrees to recognize and deal with a representative from the CAW National Union and or the President of the Local Union, as part of the negotiating committee and grievance committee.
- 6.08 The Union will be allowed to post on two (2) bulletin boards per plant provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Company. Such approval will not be unreasonably withheld.
- 6.09 The Company will notify the Union Committee in writing of the management personnel, and any subsequent changes in these names, who will be dealing with the administration of the collective agreement. The Union will be notified one (1) week in advance of changes whenever possible.
- 6.10 The National Representative and/or the President of the Local Union may be present at meetings with management when requested by the plant committee. The Company will be notified, when reasonably practicable prior to the meeting, that the President or National Representative is to be present.

- 6.11 The Company will permit the Union to hold elections of Union representatives on the Company's premises. The locations and times for voting will be determined by mutual agreement between the Chairperson and Human Resources Manager and will not interfere with the production process.
- 6.12 When an employee wishes to see his/her Union representative he/she shall notify his/her supervisor who will inform the representative of the request subject to clause 6.03 without undue delay.
- 6.13 The Union may designate an alternate who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of a Union representative being absent from the plant. The alternate must be a seniority employee who is scheduled to work during such absence.
- 6.14 The Company agrees to maintain the Union with reasonably sized offices two (2) in Montecorte and one (1) in Thornton including phones, desk, filing cabinets, chairs and a computer with internet access, to be used by the Chairperson, committee and stewards to conduct union business.
- 6.15 The Company will grant upon request of the President of the local Union, or the Chairperson, permission for up to six (6) Union members in total to leave the plants on Union business at any one time, without pay. Further, such request is made in writing at least five (5) working days in advance to the Human Resources Manager or their designate. It is understood that in the event of an emergency situation resulting in less than required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business and leaving and returning time of those granted such permission.
- 6.16 The Company agrees to provide a leave of absence with pay for two (2) days for the representatives in 6.01 elected following the ratification of this Agreement. The purpose of this leave of absence is to educate the elected representatives along with the Company representatives as to their rights and obligations under the collective agreement. The training will be held in two groups (2 days per group) on non scheduled Saturdays.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Any complaint alleging violation, misinterpretation or misapplication of the terms of this agreement or applicable government legislation relating to rates of pay, wages, hours of work or any other working conditions shall first be taken up orally by the employee and their steward with the employee's immediate supervisor. The Union and Company will work together to prevent abuse. At all steps of the grievance

procedure, the Company shall note conclusions in writing and provide written explanation for the decision.

- (a) If after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing by the steward, on the form provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances should, as far as is possible, identify the article, clause or clauses of this agreement which are claimed to have been violated.
- (b) On a group complaint, the steward shall first discuss such complaint with the immediate supervisor. Either party may request that one or more employees are present during such discussion. If the complaint remains unsatisfied the Steward may then reduce the complaint to writing and signed by the aggrieved employees, it shall then constitute a grievance.
- (c) Grievances may be processed immediately to Step Three, if mutually agreed between the Company and the Union.
- (d) It is agreed that when the nature of the complaint is such that the Steward requires assistance, he/she may request through the supervisor the presence of the committeeperson during such oral discussion.
- (e) It is agreed and understood that all complaints and grievances should be presented within five (5) working days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party.

7.02 STEP ONE

The written grievance, as defined above, shall be presented by the steward to the supervisor. Within three (3) working days of this presentation, the recipient will render their decision personally to the steward, noting their conclusion in writing and countersigning the grievance form. Any grievance settlements at this step will be without prejudice or precedent.

7.03 STEP TWO

If no agreement is reached at Step One, then within five (5) working days of that decision the committeeperson and/or Chairperson shall take up the grievance with the Plant Manager, or their designate. Within five (5) working days of this presentation, the recipient will render their decision personally to the committeeperson or Chairperson, noting their conclusion in writing and countersigning the grievance form. If the Plant Manager or their designate and committeeperson or Chairperson mutually agree, the employee, steward and supervisor involved may participate in Step Two.

7.04 STEP THREE

If no agreement is reached at Step Two, then within five (5) working days of that decision the chairperson may appeal the grievance to the Human Resources Manager or their designate. The grievance will then be discussed at a meeting between the

plant committee and the Company and may include the Local President and National Representative. Such meeting shall be arranged between the Human Resources Manager and the Chairperson and will be held within five (5) working days of the grievance being submitted to Step Three unless mutually agreed otherwise.

Within five (5) working days after such meeting, the Human Resources Manager or their designate, shall give a written answer on the grievance to the chairperson.

- 7.05 The Union may withdraw, without prejudice to any case, a grievance which has been referred to any step of the grievance procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure. Grievances not responded to within the time limits may be processed to the next step by the moving party.
- 7.06 (a) Where a grievance involves the payment of back wages and the employee has sustained their charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee. However, if the circumstances of the case made it impossible for the employee to know that they had grounds for such claim prior to the date, the claim shall be limited retroactively to a period of thirty (30) working days prior to the date the claim was first filed in writing.
- (b) When an employee receives back pay on a grievance they shall be paid on a separate cheque, provided the back pay is more than sixty dollars (\$60.00) within five (5) working days of the final disposition unless the circumstances make it impossible in which case they shall be paid within fifteen (15) working days unless mutually agreed otherwise.
- 7.07 The Union hereby agrees the Company has the right to file a grievance against the Union. Such grievance to commence at Step Three.
- 7.08 Any issue involving the interpretation and/or application of any term of this agreement will be considered a policy grievance and may be initiated by either party directly with the other party between the Chairperson and Human Resources Manager. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to arbitration as provided in Article 8.
- When a policy grievance has been upheld, the Company will be required to make back pay as per clause 7.06 (a) and (b) where applicable.
- 7.09 Group grievances will be processed in the normal manner and will be signed by the employees (if available) so affected commencing at Step One.

- 7.10 Any grievances resolved or withdrawn and that decision is subsequently appealed through the appeals procedure established by the Union's Constitution or any other appeal procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the next step of the grievance procedure. It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance between the time of the original disposition and the time of the reinstatement as provided herein.

ARTICLE 8 - ARBITRATION

- 8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fifteen (15) working days after the reply at Step Three.
- 8.02 The sole arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 8.03 The decision of the sole arbitrator, shall be binding and final upon both parties. The sole arbitrator, shall not make any decision inconsistent with the provisions of this collective Agreement nor shall he/she, add to, alter, modify or amend any part of this Collective Agreement.
- 8.04 The parties will equally bear the fees and expenses of the sole arbitrator. The Company shall bear the cost of the Chairperson and a Committee Representative's time and wages who appear at the arbitration. The Company shall bear the cost of any employee who is summoned by the Company as a company witness during an arbitration.
- 8.05 Any extension of the time limits may be made by either party by mutual consent, in writing.

ARTICLE 9 - DISCIPLINARY ACTION

- 9.01 The following procedure will apply when the Company intends or contemplates suspending or discharging an employee. The following procedure does not preclude that the Company has completed its investigation, which would include interviewing the employee and/or other employees. A Union representative shall be present at these interviews.
- (a) The Company will notify the employee and the Union, within two (2) working days of the alleged violation becoming known to the Company.

- (b) The Union will be permitted a reasonable period of time (not greater than two (2) working days) to investigate the alleged violation from the time of such notification.
- c) During such investigation the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be implemented.
- d) When the discipline has not been resolved following the completion of the Union's investigation a hearing must be held within three (3) working days of the completion of the Union's investigation, unless mutually agreed otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the plant Chairperson and/or the employee's committeeperson. The employee and the supervisor may be present at such hearing if deemed necessary by either party.
- (e) Within two (2) working days of this hearing, the Company will give the Union and the employee written notification of the action the Company will be taking before the employee is required to serve such suspension or be discharged.

9.02 However, 9.01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant. When such actions are considered, the Company will notify the appropriate union representative without delay.

In such case, the Company may immediately remove such employee from the premises.

When the discipline has not been resolved, a hearing will be arranged as in 9.01 (d) after the fact and such hearing will be held within two (2) working days if such action is for a period beyond the shift in which they were sent home.

9.03 If the employee suspended or discharged feels they have been unjustly dealt with, they may file a grievance within two (2) working days of such action being taken, and the grievance will be submitted at step three of the grievance procedure.

9.04 The time limits provided for in this Article may be extended by mutual agreement, in writing, on an individual case basis.

9.05 It is mutually agreed that an arbitrator shall have the right to modify penalties in suspension and discharge cases only, but shall not have the right to alter any employee's seniority.

9.06 The employee and the Union will be given a copy of any warning, reprimand, suspension or disciplinary layoff entered on any employee's personnel record, within two (2) working days of the alleged violation becoming known to the Company. In

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

- 9.07 The Supervisor shall ensure that a Union Representative is present when an employee is taken to an office for an interview concerning discipline, or for any work related issue or prior to being sent home as per Article 9.02.

9.08 PROCEDURE FOR DISCIPLINE APPLICATION:

The following will apply when the Company intends to issue discipline to employees:

1. The Supervisor issuing the discipline will first contact the shift Union Representative to notify him/her of their intentions.
2. The Union Representative will then notify the employee of the Supervisors intention to issue the discipline at that time the employee will inform the Union representative as to their decision to have the Union representative accept the discipline on their behalf or to visit the Supervisors office to receive the discipline personally.
3. If the employee wishes to have the Union Representative receive the discipline on their behalf, the Union Representative will hand deliver the employee's copy of the discipline to him/her.
4. If a Supervisor intends to issue discipline to an employee who is absent, the Supervisor issuing the discipline will contact the on-shift Union Representative and will give him/her the Union's copy of the discipline as to remain inside the time limitations for issuing discipline.
5. It will be the responsibility of the Supervisor issuing the discipline to notify the employee of the discipline with a Union Representative present upon the employee's return to work.

ARTICLE 10 – SENIORITY

The fundamental rules respecting seniority are designed to give employees an equitable measure of security, based on length of service with the Company.

- 10.01 An employee shall be regarded as a probationary employee until they have been in the employ of the Company for sixty (60) working days during any twelve (12) consecutive months. After completion of the above probationary period, the employee shall then be assigned a seniority date as of their first day of work.
- 10.02 The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code.

The Company agrees to provide a proper evaluation of probationary employees including advising them of what the Company's expectations are of all employees to the union upon request.

- 10.03 A working day for purposes of the probationary period shall be any shift in which the probationary employee performs at least four (4) hours work or receives four (4) hours pay from the Company. Overtime that is worked either prior to or after the regular scheduled shift is not considered an additional working day towards the probationary period.
- 10.04 When two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name. The status of their seniority shall not decrease or advance because of a name change.
- 10.05 The Company will post an up-to-date seniority list every three (3) months. Copies of the seniority list will be provided to the Chairperson.
- 10.06 Seniority shall be defined as the status of the employee based upon his/her established unbroken length of service with the Company from the date of last hiring by the Company. Such seniority will only commence after first entering the bargaining unit and shall be limited by clause 10.07 (j).
- 10.07 The seniority of an employee shall be broken and their employment is terminated for any one of the following reasons:
- (a) If they voluntarily quit.
 - (b) If they are discharged and such discharge is not reversed through the grievance procedure.
 - (c) If they are laid off from the Company for a period of two (2) years, or their length of seniority, whichever is the greater, up to a maximum of five (5) consecutive years.
 - (d) If they fail to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by registered mail, to their last known address. However, if their failure to report to work is due to sickness, accident or other cause beyond their control, they shall not forfeit their seniority rights if they notify the Human Resources Department of the Company within the said five (5) working days after receipt of such notice and if they report to the Company for work immediately after the cause of their absence is removed. It is understood that an employee shall not lose their seniority if satisfactory reason is furnished to the Human Resources Manager for such failure to report upon their return to work. If the disposition made of any such case is not satisfactory, the matter may be referred to Step Three of the grievance procedure.

- e) When an employee is absent from work for more than three (3) consecutive working days, excluding premium days, it is understood that an employee shall not lose their seniority if a satisfactory reason is furnished to the Human Resources Manager for such absence.
- f) If they accept other employment while on leave of absence except with the express permission of the Company and the Union.
- g) If they retire and if the retirement is not a disability retirement issue.
- h) Failure to return to work after an approved leave of absence without a valid reason.
- i) Absence from work for a consecutive period of three (3) years due to illness or injury.
- j) If an employee is transferred to a position outside the bargaining unit”

10.08 The Plant Committee which shall also be the negotiating committee shall be made up of two (2) people from the Montecorte Plant and two (2) people from the Thornton Plant and the Plant Chair, who shall be the last to be laid off.

ARTICLE 11 - TEMPORARY VACANCIES

11.01 Within the Plant/Department /Classification and shift, the Company and Union recognize the need to immediately fill temporary vacancies.

11.02 A Temporary Vacancy is defined as any vacancy created by the absence of an employee for any reason or additional/increased work requirements for up to a maximum of ninety (90) consecutive work days.

11.03 Temporary Vacancies:

a) **Daily Vacancies:**

The company will use the on shift available employees to fill daily temporary vacancies through the utilization of Absentee Relief (AR’s). If there are insufficient employees available on shift, the company will use the overtime procedure as described in Article 16. If the company is unable to fill the daily temporary vacancy following the above procedure, then temporary employees will be used.

In the Materials Department, the company will use the on shift available employees through the utilization of AR’s and freeing up of the “Back-ups” to fill daily temporary vacancies. If the company is unable to fill the vacancy by

utilizing the back-up lift truck operator, Mall Technician or Shipper, then the overtime procedure as described in Article 16, will be used in the Material Department.

b) Vacancies of five (5) work days or more to a maximum of ninety (90) consecutive work days:

The company will recall all employees laid-off first and then use Probationary Employees and then Temporary Part-Time employees. Once a recalled employee or probationary employee or a temporary part-time employee has been assigned to a temporary vacancy he or she will remain for the duration of the temporary vacancy to a maximum of ninety consecutive work days. Notwithstanding the above, the company has the right to reassign employees assigned to a vacancy to ensure efficient operations

In the Materials Department, the Back-up Lift Truck Driver, Back-up Mall Technician or Back-up Shipper will fill the temporary vacancies of one week or more to a maximum of ninety consecutive work days. The resulting vacancy will be filled as per 11.03 b) above

11.04 Temporary to Permanent Vacancy

An existing position that has been temporarily vacant for ninety (90) consecutive work days will be deemed to be of a permanent nature and the job posting procedure as outlined in Article 12 will be followed.

11.05 Newly Created Position:

A newly created position may be filled on a temporary basis for thirty (30) consecutive work days. The newly created position will be deemed to be of a permanent nature after thirty (30) consecutive work days and the job posting procedure as outlined in Article 12 will be followed.

11.06 In the event the Company is awarded new business or increased business, the Union agrees that the Company may assign and utilize for a temporary period of time, not to exceed ninety (90) consecutive work days, volunteers by seniority of its existing workforce along with Temporary Employees to start-up the new or increased business. If there are insufficient volunteers then the Company may assign qualified employees with the least seniority to the extent required.

11.07 Company Initiated Shift Changes

If an employee is required to change shifts, such shift change will initially be by qualified (certified as per the current process) volunteers by seniority. If sufficient volunteers are not identified, then the employee with the lowest seniority who is qualified will be assigned. Employees will be given at least five (5) working days advance notice, whenever possible.

Company initiated shift changes will normally occur at the beginning of a work week for a minimum of one full work week to a maximum of ninety (90)

consecutive work days. If an extension beyond the ninety (90) consecutive work days is required there will be a mutual agreement between the company and union.

In the event of a reduction or a bump that affects either job, employees will be treated as if they were on their posted job and shift.

The Company will notify the Union Committee prior to all Company initiated shift changes immediately upon its knowledge of this requirement.

11.08 a) Employee Initiated Shift Changes (one to five days)

It is up to the individual employee to find another employee wishing to change shifts. Each employee must already be certified in the position. The supervisor on each shift will be notified in writing prior to the shift change. The supervisors must agree prior to the shift change and ensure equal capabilities and that the area will not be adversely affected. The company will provide the union with a copy of the change in status form used to record the change of shift.

b) Under no circumstances will shift changes be allowed as a means of attaining steady shifts.

11.09 Temporary Transfers Outside the Classification/Work Area/Department

Temporary transfers are movements of employees from one classification and/or department to another classification or department and/or work area. The temporary transfer will normally last no longer than ten consecutive (10) working days. If the temporary transfer goes beyond ten (10) consecutive work days, the company will notify the Union. The Company will have the right to choose from any classification and department. The employee with the most seniority in the classification selected and who is certified and qualified will be given first opportunity. If the senior employees do not accept the temporary transfer the employee with the least seniority and who is certified and qualified in the classification will fulfill the transfer.

An employee who is temporarily transferred will be paid their regular rate of pay or the rate of the job, whichever is greater.

ARTICLE 12 – JOB POSTINGS

12.01 If a permanent job vacancy or a new job is created, as defined in Article 11.04 and 11.05, within a classification such an opening will be posted within five (5) working days on the plant bulletin boards for a period of five (5) working days. During such time, seniority employees may apply for such vacancy by completing a Job Vacancy Application form supplied by the company. The posting will identify the following:

1. Plant
2. Department

3. Shift
4. Classification & work area
5. Rate of Pay
6. General description of duties.

An employee on vacation or an approved leave of absence may have their name added to the job posting within the time limits by another employee and witnessed by a supervisor and union representative.

- 12.02 An employee successfully transferred through the job posting procedure shall not be eligible to make application for another job vacancy for a period of 3 months from date of transfer. However this shall not apply if an employee is subsequently transferred by the company within this 3 month period as a result of reduction in the workforce.
- 12.03 A permanent job vacancy under this article shall be awarded to the applicant with the greatest seniority, provided they are able to perform the work required. The company will post on the bulletin boards all applicants by seniority within three (3) working days of the job posting being removed from the bulletin boards.
- 12.04 The successful applicant must be physically able to report to the posted job within thirty (30) calendar days excluding jury duty and approved vacation from the date that the identified job applicants are posted on the company bulletin boards.

When any position with work requirements, that fall within an employee's medical restrictions and who is not already assigned to a permanent position, is posted, that employee will automatically be entered into the posting process. If the employee is the senior applicant he/she will be placed in the position.

Where practical to do so, the company will make every effort to accommodate a permanently restricted employee on his/her posted job. In the event that an employee has a permanent physical work restriction which disables him/her from performing their job, the job will be posted as per Article 12.

- 12.05 An employee transferred pursuant to Article 12.04 shall demonstrate their ability to perform the function satisfactorily within twenty-four (24) work hours. An employee, following a transfer under this article will be given instruction and opportunity to become qualified. This time period may be extended by mutual agreement between the Company and the Union.
- 12.06 Three (3) subsequent vacancies, created by the original job posting, will be filled by the job posting procedure. If there are no applicants for the original or any of the three (3) subsequent vacancies, then it is at the discretion of the Company how to fill the vacancy. The normal practice will be to fill the vacancy with a probationary employee after employees on lay-off have been recalled.

However, the vacancy which had no applicants will be reviewed by the company and the union for suitability for employees with permanent physical restrictions.

The normal practice will be to fill the fourth subsequent vacancy with a probationary employee. If the vacancy is of a higher wage, it has been agreed that the Company will post this position to allow seniority employees to apply.

The above job will be posted with no subsequent posting thereafter.

- 12.07 An employee will have the right to decline a job posting at any time during the training period of twenty-four (24) work hours and will revert back to his/her former job; however, such training period shall count as a transfer as per Article 12.02.

Should an employee not qualify within the training period of twenty-four (24) work hours, he/she will revert to his/her former job; however, such training period shall not count as a transfer as per Article 12.02.

- 12.08 The Company will give the Union Committee a copy of each job posting with the names of all applicants listed thereon.

- 12.09 The Company has the right to maintain a balance of experienced employees in a work area in a department, so that the operation of the department will not be unreasonably restricted. Under normal circumstances, the Company shall transfer a successful applicant within ten (10) working days of being accepted on a job posting. Any extension of the 10 working days will be by mutual agreement between the Company and the Union.

12.10 **Back-up Position**

In departments where back up's are used, such positions will be posted as per the following procedure.

Vacant Back up positions will be posted within five (5) working days on the plant bulletin boards only on the shift where the back up vacancy exists for a period of five (5) working days. During such time, seniority employees on the shift may apply for such vacancy by completing a Job Vacancy Application form supplied by the company. The posting will identify the following.

1. Plant
2. Department
3. Shift
4. Classification
5. Rate of Pay
6. General description of duties

- a) A permanent job vacancy under this article shall be awarded to the applicant with the greatest seniority, provided they are able to perform the work required. The company will post on the bulletin boards all applicants by

seniority within three (3) working days of the job posting being removed from the bulletin boards.

- b) The successful candidate must be able to successfully complete any required training.
- c) Upon the successful completion of the training course, the employee will be assigned as the Back-up.
- d) Back ups who no longer wish to hold this position will be required to sign off their intention on a form provided by the company. A copy will be forwarded to the Plant Chairperson

12.11 Job Postings During a Lay-Off:

The company and Union agree that during the displacement process of a lay-off, there will be no job postings except for new jobs, higher rated jobs or jobs already posted.

12.12 Multiple Job Applications:

When an employee makes application for more than one posted job vacancy he/she shall note the order of job preference on the posting application.

12.13 Cancellation of Job Applications:

An employee may only cancel a job application during the 5 day posting period.

12.14 Back-up Positions

The Company and Union recognize the need for back-ups for the following positions;

- Shipper
- Lift Truck Operator
- Mall Technician
- Responder

- a) To be eligible for the Responder Back-up position an employee must be from the department area and shift for which they will be the back-up.

Article 13 – LAYOFF AND RECALL

13.01 Indefinite Layoff/Job Elimination Procedure

When the Company deems it necessary to reduce the work force for an indefinite period of time or a job is eliminated, the Company, whenever possible, will give employees at work five (5) working days clear notice of layoff. The Union will be provided with a list of employees who are scheduled for layoff

An Indefinite Layoff is any layoff in excess of four (4) consecutive work weeks (not including the summer vacation shutdown or Christmas shutdown) but including the elimination of a job. The following is the procedure for indefinite layoffs and/or job elimination:

- a) The company will identify the work area in the plant and shift where the Indefinite Layoffs or job elimination will occur.
- b) **Step One:**
The employee with the least seniority in the work area affected by the indefinite layoff will be identified. Such employee may displace another more junior employee with the least seniority in another work area in the same plant and on the same shift and in their same department and classification.
- c) **Step Two:**
The employee displaced in step one may displace the employee with the least seniority (the most junior employee in another work area) in their classification, department, shift and in their plant.
- d) **Step Three:**
The employee displaced in step two may displace the employee with the least seniority in their department in their plant on their shift.
- e) **Step Four:**
The employee displaced in step three may displace the employee with the least seniority on their shift and in their plant.
- f) **Step Five:**
The employee displaced in step four will displace the employee with the least seniority in their plant.
- g) **Step Six:**
The employee displaced in step five will displace the employee with the least seniority in the bargaining unit who in turn will be laid off.
- h) An employee displaced at any step of the above procedure shall have the option of displacing the most junior employee on another shift within their work area/classification.

13.02 Planned Temporary Layoff Procedure:

A Planned Temporary Layoff is any layoff of four (4) consecutive work weeks or less, not including the summer vacation shutdown or Christmas shutdown, where the company has received at least two (2) working weeks of prior notice. The following is the procedure for Planned Temporary Layoffs:

- a) The Company will identify the work area in the plant and shift where the Planned Temporary Layoffs will occur.
- b) The Company will request volunteers by seniority, of the employees affected, to either take vacations or the layoff.
- c) If sufficient volunteers are not identified, the employees to be laid-off with the most seniority and who are certified may displace the employee with the least seniority in their classification, on their shift and in their plant.
- d) The employee displaced in 13.02 c) above, with the most seniority and who is certified may displace the employee with the least seniority in the department, on their shift, in their plant.
- e) The employee displaced in 13.02 d) above, with the most seniority and who is certified may displace the employee with the least seniority in another department, on their shift, in their plant.
- f) The employee displaced in 13.02 e) above, with the most seniority and who is certified may displace the employee with the least seniority in the department, on another shift, in their plant.
- g) The employee who is unable to displace another employee as per the above procedure, will be laid-off.
- h) An employee displaced at any step of the above procedure shall have the option of displacing the most junior employee on another shift within their work area/classification.

13.03 Unplanned Temporary Layoff Procedure:

An Unplanned Temporary Layoff is any layoff of two (2) consecutive work weeks or less, not including the summer vacation shutdown or Christmas shutdown, where the company has received less than two (2) working weeks of prior notice. The following is the procedure for Unplanned Temporary Layoffs:

- a) The Company will identify the work area in the plant and shift where the Unplanned Temporary Layoffs will occur.
- b) The Company will request volunteers by seniority if practicable, of the employees affected, to either take vacations or the lay off.
- c) If sufficient volunteers are not identified, the employee to be laid-off, with the greatest seniority and who is certified may displace the employee with the least seniority in their classification, on their shift and in their plant.
- d) An employee may not displace another employee in a higher classification.

- e) The company will make every effort to apply the procedure identified in Article 13.02 “Planned Temporary Lay-off” as soon as reasonably possible in the case of an extended Unplanned Temporary Lay-off which extends beyond two (2) weeks.

The time limits set out may be extended by mutual agreement between the Company and the Union.

13.04 Training:

All employees displaced as the result of an Indefinite Lay-off, will be given twenty-four (24) work hours of training (or longer at the discretion of the Company and the Union) to allow them to fulfill the job requirements of their new job and be certified on that job. If an employee is unable to fulfill the job requirements, the Company will assign the employee to a position that the employee can fulfill and be certified within their classification. If no positions are available, the employee will be laid-off.

13.05 Work Area:

A work area is defined as a production line (example: IP, Axle Line) or area where an employee works. The company and union will meet to identify the work areas as they pertain to the collective agreement.

13.06 Accommodation:

The Company and the Union will make every effort to accommodate an employee displaced as the result of an Indefinite Layoff and who has medical restrictions as the result of an occupational illness or injury.

13.07 Probationary Employees:

All probationary employees will be laid off prior to the Indefinite Lay-off of an Automodular Assemblies Inc. employee.

13.08 Recall Procedure: -

a) **Temporary Layoffs:**

When a plant that has been subject to a Planned or Unplanned Temporary Layoff in its workforce and returns to normal operations, all employees and probationary employees will return to the job and shift they were assigned to prior to the Planned or Unplanned Temporary Layoff.

b) **Indefinite Layoffs:**

When a plant that has been subject to an Indefinite Layoff in its workforce and a vacancy is created, employees will be recalled in the reverse order of layoff. Recalled employees must accept a recall to any plant and any shift, or forfeit all recall rights and will receive the twenty-four (24) work hours of training. Employees are recalled to fill permanent or temporary vacancies.

- c) Whenever the company intends to notify by telephone, employees who are to be recalled from temporary/indefinite layoffs, the company will ensure that a union representative is present.

13.09 Employees on Sick Leave:

When a layoff takes place and an employee is on a medical leave of absence, they will not be laid off during this period, even if they do not have sufficient seniority to remain working. Upon medical approval to return to work, they will then be returned to work or laid off in accordance with their seniority.

- 13.10** At all times during the bumping procedure, the employee exercising his/her bumping rights will sign an acceptance form and a copy of the completed form will be provide to the union.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 A leave of absence of up to one (1) week may be granted by the Company to seniority employees as follows:

- (a) It is the intention of the Company to make every effort to grant personal leaves of absence based on sufficient employees being available and production scheduling requirements.
- (b) Whenever possible, employees will notify the Company and apply for personal leaves of absence in writing at least five (5) days in advance of the date such leave would take effect. The Company will advise the employee of its answer in writing within two (2) working days. If the Company does not respond within such two (2) working days, the leave of absence will automatically be granted.

- 14.02 A leave of absence without pay of more than one (1) week and up to thirty (30) calendar days may be granted by the Company to a seniority employee as follows:

- (a) The employee must give at least five (5) working days notice unless waived by the Company.
- (b) The request must be in writing with reasons for the leave.
- (c) The request must be for a valid reason and must not be to seek or obtain employment elsewhere.
- (d) The Company may refuse a request for leave of absence if the leave will have an adverse affect on the Company's ability to operate the plant efficiently.
- (e) Any refusal by the Company will be in writing with an explanation.

(f) Extension of the thirty (30) calendar day period may be granted by mutual agreement between the Company and Union.

14.03 (a) An employee with seniority who is unable to work because of illness or injury, and who provides the Company with satisfactory medical evidence shall be granted a medical leave of absence while disabled, equal to his/her seniority at the date of disability for a maximum of three (3) years, provided however, that such leave shall cease when the employee attains age 65.

(b) Three (3) working days prior to returning to work, the employee will provide the Company satisfactory medical evidence of their recovery indicating any and all permanent medical and physical restrictions. The Company will have up to three (3) days to place the employee if his/her prior job no longer exists.

(c) An employee returning to work after a medical leave and provides medical evidence of no medical restrictions prior to the beginning of his/her shift will be returned to work immediately.
If the medical evidence is provided after the beginning of the shift, he/she may be returned to work immediately but no later than the next work day.

14.04 Leaves of absences will be available to any seniority employee who qualifies in accordance with the Employment Insurance Act, and/or Employment Standards Act.

Maternity Leave: Up to seventeen (17) weeks are available to the natural mother only.

Parental Leave: Up to thirty-five (35) weeks are available to the natural mother or father or may be shared among them.

Adoptive Leave: Up to thirty-seven (37) weeks.

Compassionate Leave as defined under the Employment Standards Act of eight (8) weeks

Three (3) days off with pay will be granted to an active employee on the birth of their child.

14.05 UNION LEAVE

(a) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence (without pay but with benefits) for a period of one (1) year with extension privileges provided however, that such employee shall renew their leave of absence annually.

(b) Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government, shall be granted a leave of absence (without pay but with benefits) for a period of one (1) year with extension privileges, provided however, that such employee shall renew their leave of absence annually.

14.06 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid monthly into a trust fund established by the National Union, CAW and sent by the Company to CAW PEL Training Fund, 205 Placer Court, Willowdale, ON M2H 3H9.

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

14.07 BREAVEMENT LEAVE

When a death occurs to a mother/father, spouse (including common-law and same sex), brother, sister, son and daughter) employees upon request will be excused for the five (5) normally scheduled working days excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided they attend the actual funeral. The employee may be requested to submit documentation confirming the death.

When a death occurs in an employee's immediate family (parent of a current spouse, step-brother, step-sister, step-parent, step-parent of a current spouse, step-child, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents of a current spouse, also brother-in-law, sister-in-law of a current spouse) employees upon request will be excused for the three (3) normally scheduled working days excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided they attend the actual funeral. The employee may be requested to submit documentation confirming the death.

An employee will be granted one (1) day compassionate leave of absence with pay in the event they are unable to attend the actual funeral because of travel. Such leave of absence shall be for immediate family (spouse, including common-law, parents, child, brother, sister, grandparents, and grandchild).

An employee excused from work under this clause shall, after making written application receive the amount of wages (including shift premium) they would have

earned by working during straight time hours on such scheduled days of work for which they were excused.

14.08 **JURY DUTY**

A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown or company witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty, or as a witness and on which he/she otherwise would have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours on such days. The employee will not be paid if they are to be a witness at their own trial.

This clause will also apply in the case of an employee who is working afternoon or night shift who has to report for jury duty or witness during non-scheduled working hours. Such employee will be granted their shift off with pay, the shift following or the shift prior to the day they report for jury duty or as a witness.

In order to receive payment, an employee must give management prior notice that they have been summoned for jury duty or as a witness and must furnish satisfactory evidence that they report for, or performed jury duty, or appeared as a witness on the days for which they claim such payment.

If an employee is on jury duty during vacation or paid holidays, he/she may reschedule said vacation or paid holiday at a mutually agreed upon time.

14.09 Seniority shall accumulate during the period of any approved leave of absence for seniority employees.

14.10 After any leave of absence, an employee will be placed in his/her former job if it still exists or his/her former classification and shift, seniority permitting, except as provided otherwise in this agreement.

ARTICLE 15 - HOURS OF WORK

15.01 This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. . Break times to be reviewed by the Company to coincide with GM breaks.

a) The normal work week will consist of eight (8) hours per day, Monday through Friday as follows:

Truck:	Day Shift	7:00 a.m. to 3:00 p.m.
	Afternoon Shift	3:00 p.m. to 11:00 p.m.
	Midnight Shift	11:00 p.m. to 7:00 a.m.

The above hours includes a thirty (30) minute paid lunch.

Car: Day Shift 6:30 a.m. to 2:30 p.m.
Afternoon Shift 2:30 p.m. to 10:30 p.m.
Midnight Shift 10:30 p.m. to 6:30 a.m.
The above hours includes a twenty (20) minute paid lunch

15.03 The day shift and afternoon shift rotate bi-weekly and the midnight shift is a steady shift.

15.04 The Union agrees that the Company must respect it's customers operations and therefore the above mentioned shift times and shift rotation may be modified to accommodate the customers requirements. Prior to changing any shift starting times, the Union will be notified and any new shift will consist of forty (40) hours.

15.05 Breaks to be taken at established times, company to notify Union in advance and provide the reason for altering any established break.

(a) A fifteen (15) minute paid rest period for all employees shall be scheduled in the first half of the shift in truck plant operations.

A ten (10) minute paid rest period for all employees in the car plant operations shall be scheduled in the first half of the shift and a ten (10) minute break will be scheduled in the second half of the shift.

A five (5) minute wash-up period for all employees shall be scheduled at the end of each shift.

(b) There will be a five (5) minute paid rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least two (2) hours

ARTICLE 16 - OVERTIME

16.01 Overtime premiums shall be established as follows:

(a) Time and one-half will be paid for all time worked prior to an employee's normal starting time and beyond an employee's normal quitting time in any day in the regular work week.

(b) Time and one-half will be paid for all time worked on Saturday.

(c) Double time will be paid for all time worked on Sunday except when it is part of an employee's normal Monday midnight shift.

- (d) Time and one-half will be paid for all time worked on a paid non-statutory holiday covered under this agreement in addition to holiday pay.
- (e) Time and one half will be paid for all time worked on the Civic Holiday.
- (f) Double time will be paid for all time worked on a paid Statutory Holiday as recognized in the Ontario Employment Standards Act. in addition to holiday pay.

16.02 Employee's will not be paid overtime premium on normally scheduled shifts that begin or end on a Sunday or Holiday.

16.03 (a) **Production Department Weekly Overtime (Monday to Friday)**

The following procedure is to be followed when filling the overtime requirements during the normal work week (Monday to Friday).

(b) **Four (4) Hours Over:**

- (i) The company will identify the overtime requirement in the plant either created by an absence of an employee or additional work requirements by the customer and will ask the employees on the shift going off work by utilizing the following procedure.
- (ii) Four hours of overtime will be offered first to the employee, who normally works in the work area, with the greatest seniority by classification, in the work area, on the shift and who are certified on the job and then offered to the employee in the classification with the next greatest seniority in the work area on shift and who is certified and so on until the overtime requirement has been filled.
For the purposes of overtime, a normal work area is defined as any work area where an employee normally is scheduled to work or has been temporarily transferred to the work area for five (5) consecutive work days or more.
- (iii) If the overtime requirement cannot be filled by offering the overtime in the classification and work area, then the employee with the greatest seniority in the classification, on shift and who is certified will then be given the opportunity to work.
- (iv) If the overtime requirement cannot be filled by offering the overtime in the classification, then the employee with the greatest seniority in another classification, on shift and who is certified will then be given the opportunity to work.

c) **Four (4) Hours Early:**

- (i) The company will identify the overtime requirement in the plant either created by an absence of an employee or additional work requirements by

the customer and will contact the employees on the in-coming shift by phone in the following order.

- (ii) Four hours of overtime will be offered first to the employee, who normally works in the classification, with the greatest seniority in the classification and who is certified. The overtime will then be offered to the employee in the classification with the next greatest seniority in the work area and who is certified and so on until the overtime requirement has been filled. For the purposes of overtime, a normal work area is defined as any work area where an employee normally is scheduled to work or has been temporarily transferred to the work area for five (5) consecutive work days or more.
 - a. If the overtime requirement cannot be filled by offering the overtime to those employees in the classification and who usually work in the work area, then the employee in the classification with the greatest seniority on the in-coming shift and who is certified will be given the opportunity to work and so on until the overtime requirement is filled.
 - b. If the overtime requirement cannot be filled by offering the overtime in the classification, then the employee with the greatest seniority in another classification, on the in-coming shift and who is certified will then be given the opportunity to work.
- (iii) Phone calls for volunteers: The Union Steward will be present while calls are being made. He/she will verify that the calls and the distribution of the overtime are correct at the time the calls are made. Failure to have a Union representative or, an employee if no Union representative is available, present during said calls will result in payment for overtime hours available and offered.

16.04 a) Production Department Sunday Night Overtime:

The company will identify the overtime requirement in the plant either created by an absence of an employee or additional work requirements by the customer and will contact the employees on the up-coming Monday afternoon shift by phone in the following order.

- i. The overtime hours will be offered first to the employee with the greatest seniority in the classification, who normally works in the work area and who is certified. The overtime will then be offered to the employee with the next greatest seniority in the classification, in the work area and who is certified and so on until the overtime requirement has been filled.
- ii. If the overtime requirement cannot be filled by offering the overtime to those employees in the classification, who usually work in the work area, then the employee with the greatest seniority in the classification on the shift being called and who is certified will be given the opportunity to work and so on until the overtime requirement is filled.

- iii. If the overtime requirement cannot be filled by offering the overtime to those employees in the classification, then the employee, in another classification, with the greatest seniority on the shift being called and who is certified will be given the opportunity to work and so on until the overtime requirement is filled.

16.04 b) Production Department Friday Afternoon Overtime:

The company will identify the overtime requirement in the plant either created by an absence of an employee or additional work requirements by the customer. The Company will exhaust the overtime procedure as per Article 16.03 b) then the company will canvass the employees on the out-going Friday midnight shift either in person or by phone in the following order.

- (i) The overtime hours will be offered first to the employee with the greatest seniority in the classification, who normally works in the work area and who is certified. The overtime will then be offered to the employee with the next greatest seniority in the classification, in the work area and who is certified and so on until the overtime requirement has been filled.
- (ii) If the overtime requirement cannot be filled by offering the overtime to those employees in the classification, who usually work in the work area, then the employee with the greatest seniority in the classification on the shift being called and who is certified will be given the opportunity to work and so on until the overtime requirement is filled.
- (iii) If the overtime requirement cannot be filled by offering the overtime to those employees in the classification, then the employee, in another classification, with the greatest seniority on the shift being called and who is certified will be given the opportunity to work and so on until the overtime requirements is filled.

16.05 Production Department Saturday/Sunday/Holiday Overtime:

- i. The company will identify the jobs or line and shift in the plant that are required to work on a Saturday or Sunday overtime shift.
- ii. The employee normally assigned to the job or line and shift scheduled will work the overtime.
- iii. An employee who does not wish to work the overtime must request the shift off by placing their name on the appropriate posted form by Wednesday of that week.
- iv. An employee who is not scheduled to work and wants to work the overtime is also requested to place their name on the appropriate posted form by Wednesday of that week.

- v. The supervisor will approve the time off and the overtime by initialing the forms. Employees' time off and overtime will be approved on the basis of seniority and the qualifications of the employees requesting the overtime.

If no one wishes to work the overtime or a qualified employee has not requested to work the overtime, then the employee on the scheduled shift is required to work.

16.06 **Production Department Miscellaneous Overtime – Non-Production**

A separate seniority list of all employees will be used for this category of overtime. The employee who is qualified with the greatest seniority in their plant will be asked to work the overtime.

16.07 **Materials Department Overtime**

A) **Unplanned weekday overtime:**

- 1) When an unexpected absence occurs during the week such as a sick call, employees in the classification from each of the opposite shifts will be canvassed from the rolling list, for 4 hours each. The overtime will be offered to the employee that agreed to the 4 hours already on shift, in the case where nobody from the other shift wants the overtime.
- 2) In the case of an unexpected absence on a Sunday night midnight shift, The overtime will be offered to the employees in the classification from the shift coming in on afternoons, based on the rolling list.
- 3) Employees in the classification from other shifts that agree to work overtime based on the rolling list should be eligible to work, no matter what position is open. Even in the case where the employee coming in only knows one position, accommodation will be made amongst all employees working in the classification, which may include moving employees around from their regular position.

B) **Material Department Planned weekday absences (eg. vacations, leaves, extended illness):**

Backup Fork Lift Drivers, Backup Mall Technicians or Back-up Shippers will be utilized in the event there are planned absences as indicated above.

Production will be notified in advance of the requirement to utilize a Backup Fork Lift Drivers, Backup Mall Technicians or Back-up Shippers, in order to have the production employee's position covered.

C) **Material Department Miscellaneous Overtime:**

A separate rolling list of all employees in the classification from all shifts in their plant will be used for this category of overtime.

D) Material Department Planned Saturday/Sunday/Holiday Overtime:

- 1) The shift assigned to the overtime shift will work the overtime.
- 2) If the shift assigned to the overtime cannot fill the overtime requirement for the classification, the shift that has “been off the longest” will be offered the overtime shift based on the rolling shift list.
Example: Shift 1 is working Saturday day shift, and they require 2 drivers. If midnights did not work overtime on the Friday night, 2 drivers will be canvassed based on the rolling list of employees in the classification from the midnight shift. If midnight employees do not want the overtime shift, then shift 2 would be offered the overtime using their rolling list of overtime.
- 3) Employees in the classification from other shifts that agree to work overtime based on the rolling list should be eligible to work, no matter what position is open. Accommodation will be made amongst all employees in the classification working, which may include moving employees around from their regular position.

ARTICLE 17 – REPORTING-IN-PAY

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

If an employee volunteers and is allowed to leave, the employee will only be paid for the time they were at work at his/her normal hourly rate.

This obligation on the Company will not prevail if no work is available because of power shortage or failure of power supply or for material shortage, shutdown of customer, fire, flood, explosions, acts of God and or any other conditions beyond the control of the Company.

ARTICLE 18 - CALL-IN-PAY

18.01 When an employee has left the premises, after completion of his/her normal shift and has left the plant and is called upon to return to the plant for emergency duties, the employee will be guaranteed a minimum of four (4) hours of work at their regular straight time hourly rate or paid for the hours worked at time and a half whichever is greater.

ARTICLE 19 - JOB CLASSIFICATIONS

- 19.01 Job classifications are set out in Appendix "A" of this Agreement. They shall not be changed or deleted, nor shall the jobs themselves be altered or amended without consultation with the appropriate Union representative.
- 19.02 When the Company establishes a new job classification and rate, or change an existing classification and rate, it will do so on the basis of fairness and equity job skills, work etc. required as it relates to the pay scale of the new rate. Notice of the new rate will be given to the employee or employees affected and the Union prior to the rate being put into effect. If the Union and Company do not agree, the rate shall be put in effect without prejudice to the Union's position to submit a grievance which shall be processed only after that rate has been in effect for ten (10) working days.

If the Union decides to refer the matter to the Grievance Procedure, the complaint must be submitted in writing to the Company within twenty (20) working days of the date the classified rate was made effective by the Company. Any such cases brought up by the Union shall go through the regular grievance procedure in this Agreement

ARTICLE 20 - VACATIONS

- 20.01 Employees who have completed less than one (1) year of service as of June 30, of the current calendar year will receive vacation pay of four percent (4%) of their total earnings to the date and shall be granted a minimum of one (1) day for each month of service, to a maximum of five (5) working days for vacation purposes.
- 20.02 a) The Company provides vacation with pay for seniority employees who meet the eligibility requirements. The amount of vacation is determined by their length of service as of June 30 each vacation year.
- b) An employee who will be eligible for their extra weeks vacation during a calendar year will be allowed to request the extra week of vacation at any time during that calendar year.
- 20.03 No employee shall receive less vacation pay than that to which he/she would be entitled under existing law at the time such vacation pay is payable.
- 20.04 The vacation year shall begin on July 1, and end on the following June 30.
- 20.05 Each employee who completed one (1) year or more of service as of June 30 will receive vacation pay and shall be granted leave of absence for vacation purposes, in accordance with the following schedule

VACATION

1 year to 4 years of service - 2 weeks with pay
5 years to 9 years of service - 3 weeks with pay
10 years and less than 21 years of service - 4 weeks with pay
22 years of service and over - 5 weeks with pay

- 20.06 Vacations must be taken in the vacation year following the vacation year in which they are earned. The employees are required to take a minimum of two (2) weeks off work or the full amount if less than two (2) weeks has been earned. In the case of employees who are eligible to receive three (3), four (4) or five (5) weeks vacation, it is understood that this is not necessarily three (3), four (4) or five (5) consecutive weeks.

The Company reserves the right to schedule vacations either individually, or in groups, during the period July 1 through June 30. Preference will be given to the employees having the greatest seniority.

The Company will post the annual vacation shutdown by May 1. Employee Request Forms will be handed out to those employees who are entitled to more than two (2) weeks vacation by May 1, and will be returned by May 15. Employees will be notified by June 2, whether or not the vacation time can be granted as requested. Otherwise, every effort will be made to grant the employees request, considering the needs of production and given preference by seniority. Any slip not returned by May 15 will be given last preference, regardless of seniority. It is mutually agreed that all employees (unless otherwise required) will take two weeks in July (General Motors Vacation shutdown) as vacation.

- 20.07 An employee who has earned a vacation under the terms of this article and is terminated, or quits from active employment on or after July 1, shall receive any unpaid vacation allowance due to them. Vacation shall not be accumulated year to year.
- 20.08 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children, or estate shall be entitled to his/her vacation pay.
- 20.09 An employee who has satisfactory medical evidence that he/she was hospitalized, or was otherwise disabled to a similarly serious extent, preventing him/her from taking or continuing his/her scheduled vacation, may reschedule that portion of their vacation disrupted by the disability. The time of the postponed vacation shall be mutually agreed between the employee and the Company.
- 20.10 If work is required during a vacation shutdown period, the opportunity to work will be offered to employees in the plant affected by the greatest seniority provided they are qualified unless a special skill is required. If sufficient volunteers are not identified to work during the vacation shutdown period, the company will assign qualified employees with the least seniority to do the work. An employee who works

during the shutdown must re-schedule the time to be taken prior to the completion of the vacation year.

ARTICLE 21 - HOLIDAYS

21.01 During the life of this collective agreement, the Company agrees to observe any paid holidays agreed to between GM Oshawa and the CAW. Such holidays will not be less than fifteen (15) per contract year. Such holidays will be observed on the day on which GM observes them.

In the event that the Company acquires multiple customers, the parties agree to discuss how best to ensure that customer needs are satisfied should the holiday schedules differ. The number of holidays will not change from those observed at GM Oshawa or the annual minimum.

21.02 All seniority employees on the payroll as of the date of such holiday will be paid as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit his/her holiday pay if:

They are absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless he/she is excused in writing by the Company. However, an employee shall not lose more than the pay for one (1) such holiday for any one occurrence. Lateness of up to three (3) hours will not be considered as failure to have worked the full scheduled shift. For the purposes of the clause, full scheduled shift shall mean that scheduled for the plant.

21.03 The Company to provide an updated benefit and RSP document.

A Christmas Bonus of four hundred dollars (\$400) will be paid on or before December 15 of each year effective 2007.

ARTICLE 22 - GENERAL

22.01 Employees outside of the Bargaining Unit shall not perform work regularly performed by the Bargaining Unit employees except in such cases as emergencies, trouble shooting, assisting, instructing and training employees, experimental and sample work, and trying out new methods, materials, processes or equipment and where qualified employees are not available. The above exceptions shall not be used to displace any employee.

22.02 **Pay Cheques**

(a) Employees shall be paid by direct deposit weekly on Thursday, unless extenuating circumstances would prevent the Company from doing so.

If a holiday falls on a Friday employees will be paid by direct deposit on the Wednesday.

(b) When an employee has a pay shortage of sixty dollars (\$60.00) or more, the discrepant amount will be paid on the day following the regular pay day.

22.03 Change of Address/Telephone Number

An employee will notify the Human Resources Department within five (5) working days of any change of address or telephone number. The employee will complete an Employee Request form, (in duplicate, and the employee will sign the form) and receive a receipt.

In cases where the employee is on layoff or leave of absence, such notice will be given by registered mail. The employee will receive a receipt from the Company that they have given such notice.

The Company shall be entitled to rely upon the latest address and telephone number on its records.

22.04 Union Introduction

The Company agrees that when a new employee is hired, the employee will be introduced to his/her on shift Union Representative. The Union will be allowed twenty (20) minutes if needed or requested.

22.05 Employee Assistance

In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism, turnover and other disruptions of the work force. Furthermore, it can adversely affect safety, job performance, and employee moral.

The Company recognizes the importance of a continuous co-operative effort between its' management, Union Representatives and its' members in this regard. It is appropriate for the Company and the Union to review and discuss these problems from time to time, with a view to providing assistance to addicted employees, consistent with these employees attitudes towards their problems.

Such assistance shall include, but is not necessarily limited to, identification of the problem at its earliest state, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of management and Union alike to recognize and deal responsibly and constructively with such problems as they arise.

The Company and Union will co-operate in supporting and emphasising the objectives of an employee substance program.

Employees who are undergoing a prescribed rehabilitation process will be eligible for benefits under the STD plan.

The recognized Substance Abuse Representative will be permitted a reasonable amount of time with pay during his/her regularly scheduled shift to provide necessary assistance to employees. An alternate will be identified on each shift to handle emergency situations.

22.06 Hiring Rate

Probationary employees will receive 85% of the base rate stipulated in Appendix "A" of this agreement.

22.07 Appendices

- (a) Attached hereto and forming a part of this Agreement is Appendix "A" covering Job Classifications and applicable Wage Rates for production workers.
- (b) Attached hereto and forming a part of this Agreement is Appendix "B" covering Letters of Intent.
- (c) Attached hereto and forming a part of this Agreement is Appendix "C" covering Temporary Part Time Employees (TPT's)
- (d) Attached hereto and forming a part of this Agreement is Appendix "D" covering Pensions and Benefits.

ARTICLE 23 - HEALTH AND SAFETY

23.01(a) The Company recognizes its obligations to provide a safe, healthful working environment for the employees.

(b) The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful work environment.

(c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with the Ontario Occupational Health and Safety Act (R.S.O. 1990, c. 0.1) and its regulations in effect on September 1, 1995. If services become unavailable, the parties will meet to come up with remedies.

23.02 The Company will continue its practice of purchasing prescription safety glasses through a third party for those employees who require them. The employee would be eligible for replacement safety glasses every two years.

The Company will provide hearing protection at no cost to employees.

23.03 The Company will, subsidize the purchase of safety shoes or safety boots by the employees. The Company will pay each seniority employee the following amounts in each calendar year. A calendar year is defined as January 1st to December 31st and such payments shall be paid by separate cheque in the month of January each year.

2008 - \$110

2009 - \$120

2010 - \$130

23.04 Where the nature of the task assigned to an employee requires the use of other special equipment or clothing, such other equipment or clothing will be provided by the Company in good repair.

23.05 Two (2) Union/Management Health and Safety Committees will be maintained during the life of this agreement. One for the Montecorte plant and one for the Thornton plant. The Committees shall consist of six (6) members each, three (3) of whom shall be appointed by the Company and three (3) of whom shall be appointed or elected by the Union.

The Union and Company Representatives will be trained as Certified Representatives, with the cost of such training to be paid by the Company and such training will be provided by The Workers Health & Safety Centre. Extra training will be by mutual agreement and the Company will pay the cost.

On health and safety complaints, the on shift Union Health and Safety representative will investigate with the affected employee and immediate supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the on shift union representative requires assistance, he/she may request through the supervisor the presence of the Union Co-Chair. Following a failed attempt to reach a bilateral solution with a management certified representative, the Company recognizes that a certified worker representative will have the unilateral right to shut down equipment in accordance with the Occupational Health and Safety Act.

The Union Health and Safety representatives shall be allowed the opportunity to meet privately for four (4) hours, once a month, paid by the Company. Such meetings shall take place at a mutually convenient time and day.

23.06 Members will be paid by the Company to carry out functions which will include but not be limited to the following:

(a) Meet at least monthly at a mutually agreed time and date with Company Health and Safety Representatives to:

(i) Review health and safety conditions within the plant and make recommendations as deemed necessary and desirable, and

- (ii) Review, recommend, and participate in the development of plant safety education, information programs, and employee job related safety training programs.
- (b) Make monthly inspections of the plant with Company Health and Safety Representative(s) to assure there is a safe, healthful and sanitary working environment.
- (c) For purposes of making health and safety inspections, the National Union Health and Safety Staff Representative(s) will, with proper advance notice, have access to the plant and locations where members of the Union are employed, when accompanied by the Company Health and Safety Director or their designate.
- (d) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such.
- (e) Receive all accident reports and when a serious accident occurs the Supervisor and the Union Health and Safety Representative will jointly conduct the initial interview with the employee.
- (f) When a condition exists and tests are needed the Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide and air flow and will train the Union Health and Safety Representatives in their use. When the conditions of the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

When a potentially hazardous condition exists and testing is required to make a determination regarding the existence of such hazard, the Company will, within practical limits make available the appropriate testing equipment upon request of the Joint Health and Safety Committee.

- (g) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during their regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of their inspection, shall be given to the Union Health and Safety Representatives.
- (h) The Company will provide the Union Health & Safety Representatives access to any information and documents the Company has at its disposal related to H&S and worker compensation issues.
- (i) When a Union Health and Safety representative is not available when required, a Health and Safety representative from an other plant will be contacted. If the Health & Safety Representative from an other plant is not available, an off shift

Health and Safety representative will be called in and paid at the appropriate rate.

- (j) The company will complete and submit to the Union Health and Safety Representative an accident/incident report within two (2) working days in every circumstance involving an employee who reports a medical aid injury including reoccurrences.
- (k) A Union Representative will be present when the shift is over fifteen (15) people.

23.07 The Company will continue to disclose the identity of all known physical agents or toxic materials to which workers are exposed and symptoms, medical remedies and antidotes at the request of the Union.

23.08 In the event that this is necessary, the Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examination and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

23.09 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at Step One of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remain with the management and Plant Committee.

23.10 The Company and the Union jointly recognize the rights of employees to refuse work in accordance with the Occupational Health and Safety Act, S. 43. R.S.O. 1990 (c.0.1.)

- (a) An employee has the right to refuse work which may harm the employee or any other person in the workplace.
- (b) When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the on shift union health and safety representative who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- (c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refuses unless the second worker is advised of the reason for the refusal in the presence of the on shift union health and safety representative.
- (d) If the Union and the Company cannot agree on a remedy to the work refusal, the government inspector shall be called in.

- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined by the Company for acting in compliance with this article.
- (f) For the employee who refuses work under this article and all employees affected by the refusal and any direction under this article, there shall be no loss of pay, seniority, or benefits during the period of refusal.
- (g) The Company agrees that all members of the joint health and safety committee have the right to investigate dangerous circumstances at the workplace.

23.11 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery or equipment. The Company agrees to discuss these rules and regulations with the JHSC and Union prior to implementation.

It is further understood that the Company will welcome the suggestions of any employee regarding improvements in conditions considered to be of a hazardous nature.

23.12 The Company will install a "lock-out system" on machinery and equipment in conformity with the Ministry of Labour. A lock-out training program shall be jointly developed and delivered by the Workers' Health and Safety Centre within six (6) months of the signing of this agreement. Such training shall be no more than four (4) hours in length for maintenance personnel.

23.13 Any moving machine which is an unsafe or hazardous condition, shall be "red tagged" until it is made safe.

23.14 a) If an employee is injured on the job, they will be paid for the balance of the initial shift on which they have been sent home or to a hospital or doctor by the Company because of such injury. This shall also apply for time that an employee requires to be treated by the Company's staff. The Company will have a union health and safety representative present when requesting an employee to sign a form 7 from the Workplace Safety Insurance Board. With the employee's consent, the Company will provide the Union's JHSC Co-Chair a copy of the Form 7.

b) If an employee is injured in the plant and the Company wishes to place him/her on a job within their capabilities, the employee shall be paid their own rate or the rate of the job including applicable shift premium, whichever is greater.

(c) An employee, returning from WSIB while still partially disabled, and WSIB is still providing the employee with partial benefits, the company will pay the employee the difference in what they are receiving from WSIB and the regular rate of the job.

- (d) If an employee has suffered a work related injury and if required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant or to the employee's home.

It is further agreed that an employee will be paid for time lost due to subsequent treatments related to an occupational injury or illness when such treatments cannot be arranged outside of their regular working hours

23.15 Union and JHSC to be notified in advance of placement of injured worker.

When an employee returns to work or the Company receives notice from WSIB and the Company is furnished with permanent/temporary restriction(s) whereby the employee is requesting and the doctor is recommending modified accommodation be considered, the Company Representative and the Union's Representative will review the restrictions and then meet with the Plant Manager for the purpose of identifying whether the employee's job can be modified to accommodate the employee within his/her restrictions and where practical to do so.

In the event the employee's job cannot be modified, the Company Representative and appropriate Union Representative will convene a meeting for the purpose of identifying other jobs in the plant that could be recommended as suitable to accommodate the employee. Every effort will be made to maintain the employee's previous rate of pay. A representative from the Worker's Safety Insurance Board will be included in the procedure where applicable.

The seniority provisions of the collective agreement, such as the job posting procedure, shall only be set aside to accommodate disabled employees if the Union agrees. The lay-off and recall provisions of the collective agreement shall apply in the same manner as if the person had not been disabled. Injured workers cannot displace regular workers from their jobs.

The Company will notify the Union, in writing, whenever there are changes to identified modified jobs.

- 23.16 It is agreed that a joint ergonomics sub committee of the Health and Safety Committee will be established. There will be two (2) members from the Union and two (2) members from the Company. The members of this sub committee will receive appropriate training established by mutual agreement of the Company and Union.

The Committee shall consider all issues pertaining to proper application of ergonomic principles.

- 23.17 Each year on April 28, at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

23.18 In addition to 23.05, the Company agrees to provide a leave of absence with pay for up to ten (10) working days for the Union Health and Safety Committee Co-Chairs to participate in CAW Health and Safety Training programs. The Union agrees that the Company Health and Safety Representatives may also participate in the training programs.

23.19 The Company agrees to inform the Joint Health and Safety Committee in advance of any changes including, but not limited to, plant layout, new equipment/machinery or substantial modifications to any job

23.20 Hot Weather Plan:

1. The Joint Health & Safety Committee shall receive a maximum of two (2) hours training on the Hot Weather Plan on an annual basis. The Company will acquire the necessary Humidex recording instruments and train the JHSC in how to operate such equipment.
2. All employees will receive educational materials and an explanation on heat stress which will include the signs and symptoms associated with the various health effects of heat stress, the basics of the Hot Weather Plan, the amount of water needed to avoid dehydration, procedures, rest regimes, and protective measures to be used in heat stress episodes and personal factors affecting heat stress risk.
3. The Joint Health & Safety Committee shall identify the location to measure temperature and humidity for the purpose of monitoring Humidex levels in the plants.
4. The actions to be taken in response to the measurements are to follow the following steps.
 - a) When the Humidex is 30 – 33 degrees C, notices shall be posted indicating a Hot Weather Alert is in effect and employees will be encouraged to drink extra water, water will be supplied to the employees in their work area and information about recognizing the signs and symptoms of heat stress will be posted. As long as the Humidex exceeds 30 degrees C. the Company will ensure that measurements of temperature and relative humidity are recorded on at least an hourly basis;
 - b) When the Humidex is 34 – 38 degrees C, notices shall be posted indicating that a Hot Weather Warning is issued. Employees will be instructed to ensure that they are drinking extra water, water will be supplied to the employees in their work area and information about recognizing the signs and symptoms of heat stress will be posted.
 - c) When the Humidex is 39 – 44 degrees C, every employee will receive 5 minutes relief per hour in which there is no break or lunch period, in

addition to the provisions of b) above. Any worker with symptoms will be instructed to seek medial attention;

- d) When the Humidex is 45 + degrees C every worker will receive 10 minutes relief per hour in which there is no break or lunch period. Any worker with symptoms will be instructed to seek medial attention;

ARTICLE 24 – Severance Plan:

In the event that the company intends to close or cease operations of a partial or total nature in its facilities, the union will be provided with at least six (6) months written advance notice.

Further, the company agrees to meet with the union for the purpose of negotiating an enhanced closure package over and above the entitlement as per the current employment standards act, including an adjustment committee.

ARTICLE 25 – DURATION

25.01 The agreement shall become effective on September 27, 2007 and shall remain in full force and effect until midnight Sept 26, 2010, and unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.

Signed this 27th day of September 2007 in Ajax, Ontario.

National Automobile, Aerospace, Transportation &
General Workers Union of Canada (CAW-Canada)
and its Local 1090

Automodular Assemblies Inc

Shane Wark

David Soules

Steve Batchelor

Marshall McMaster

Rodney Hargrove

Travis Rose

Patrick Walsh

Tracy Mac Millan

Janet Baker

Dorothy Slater

Wendy Townson

Judy Devries

Lloyd Thompson

Michelle Phalen-Hooker

APPENDIX "A"

JOB CLASSIFICATIONS AND WAGE RATES

This Appendix "A" referred to in Article 19 and forming part of this agreement, made between Automodular Assemblies Inc. and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1090, dated this September 27, 2007.

	Ratification	Sept 22, 2008	Sept 21, 2009
Materials Department - Shipper	\$20.95	\$21.10	\$21.25
- Fork Truck Operator	\$20.35	\$20.80	\$21.25
- Mall Technician	\$20.35	\$20.80	\$21.25
Production Department - Production Operator	\$20.10	\$20.55	\$21.00
Utility Department - Responder	\$20.10	\$20.55	\$21.00
- Trainer	\$20.10	\$20.55	\$21.00
- Absentee Relief (AR)	\$20.10	\$20.55	\$21.00

Hiring Rate - 1 to 45 days - 85 % of Production Operator rate
 - 46 to 90 days - 92.5% of Production Operator rate

TPT / Summer Students - 70% of Production rate with no benefits

Shift Premiums:	Afternoons	Midnights
Upon ratification	\$0.50	\$0.80
Sept 26, 2008	\$0.55	\$0.85
Sept 25, 2009	\$0.60	\$0.90

Signing Bonus: Effective as of the date of ratification a signing bonus of seven hundred and fifty dollars (\$750) will be paid to all employees.

APPENDIX "B"

LETTERS OF INTENT

This Appendix "B" referred to in Article 22 and forming part of this agreement, made between Automodular Assemblies Inc., and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1090, dated this September 27, 2007.

NO. 1: EMERGENCY PHONE CALLS & DAILY CALL-OFFS:

Effective February 1, 2005, the Company agrees to utilize Tiger Tell Communications to handle emergency phone calls and daily call-offs.

It is agreed when employees receive emergency phone calls, the call will be recorded and relayed promptly to the affected employee.

NO.2: RE: OUT SOURCING/SUB-CONTRACTING/CONTRACTING OUT:

It is the intent of the Company for the duration of this agreement, that work normally and historically performed by bargaining unit employees will not be performed by outside contractors, if it has the manpower, skills, equipment and facilities to do such work.

The Company agrees that there shall be meaningful discussion between the Company and the Union prior to any job being outsourced.

NO. 3: FIRST AID TRAINING

First Aid training shall be offered annually to employees on a voluntary basis paid by the Company. The Company has the right to limit the number of employees attending the First Aid Training.

NO. 4: DRUG TESTING:

During negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the effective implementation of the Employee Assistance and Substance Abuse Program.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area is still evolving and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators

regarding the adverse effects of substance abuse on families, the workplace and the general public.

The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly.

Prior to any introduction of such legislation in Canada, the Company will consult with the Union prior to introducing a drug testing policy

NO. 5: WHMIS:

The Company agrees to provide up to one (1) hour of annual WHMIS training for current employees and two (2) hours of WHMIS training for new hires.

No. 6: TEMPORARY ABSENCE PROGRAM:

The Company agrees to consider participating in any TAP requested by a seniority employee.

No. 7: DISCIPLINARY RECORDS:

During the negotiation process, the Union expressed concern over the application of discipline. Both parties agreed to review current practices and agreed to work together to resolve issues in a fair and reasonable manner.

As a measure of good faith the Company agreed to remove all verbal and written warnings in existence on the date of ratification, excluding those relating to health & safety and attendance.

No. 8: NORMAL WORK SCHEDULE

It is the policy of the Company to maintain a normal work schedule and layoff employees for lack of work rather than reduce hours of work. However, the Company retains the rights to reduce hours when circumstances prevail over which the Company has no control and of short term durations. The Company retains the right to match the customer schedule but will meet with the Union to discuss manning levels and requirements.

No. 9: EMPLOYEE FACILITIES

During negotiations, it was agreed that the employee facilities such as washrooms, cafeteria, locker rooms, hand scanners and location of public phones will be cleaned and maintained on a regular schedule and as recommended by the Joint Health and Safety Committee.

The company also agreed that all fans, hand sanitizers and water coolers will be cleaned and maintained on a regular schedule and as recommended by the Joint Health & Safety Committee.

No. 10: LONG TERM LAID OFF EMPLOYEE ASSISTANCE

During negotiations the parties had extensive dialogue regarding recent GM restructuring announcements and their potential impact on employees of Automodular Assemblies Inc.

It is mutually agreed that within 60 days of ratification the Company and Union would meet to determine what assistance may be offered to assist the employees in securing the services available under government programs and/or make recommendations and give assistance in securing other employment in dealing with long term layoff.

In order to further assist employees, the Company will establish a training and adjustment committee if fifty (50) or more employees are given notice of indefinite layoff.

No. 11: PROCEDURE FOR CALL-IN VERIFICATION

The following will apply to call-ins for canvassing for overtime:

Supervisors placing calls to employees for overtime, will ensure that in order for the Union to verify that calls are being made according to the list that is provided by the Company, the Supervisor will ensure that the Union representative will be verifying calls.

No.12 SUPPLIERS WORKING IN THE PLANT

The Company assures the Union that it has no intent of eroding work normally performed by bargaining unit employees by assigning it to outside parts and components suppliers.

It is the Company's intent to minimize the amount of work done by suppliers in its plants and restrict work to situations, which assist the plant in ensuring product quality.

No. 13: PROCEDURE FOR SELECTING CONTAINMENT CANDIDATES:

There are three types of containment that Automodular may be called upon to implement to ensure that quality products are shipped to our end customer.

GP-12 - Is containment that we are required to put into place when a new process or procedure is established or when there has been a significant change to a current process or procedure.

If GP-12 containment by a third party is not mandated by our customer, then the procedure below will be utilized.

CS – 1 - Is containment that General Motors (or other customers) require we implement to ensure quality parts are shipped to their facilities. This usually occurs after a defective part has been received by General Motors. CS-1 containment is normally handled by our own employees.

CS-2 - Is containment that General Motors (or other customers) require when we have been unsuccessful in containing parts with CS – 1 containment. General Motors will mandate what company is to be used for CS-2 containment at Automodular's costs.

CS -1 containment typically has a standard length of 30 successive production days, or as per customer policy.

However, it is recognized that any assignment to a CS - 1 assignment cannot be a guarantee of 30 production days if the customer has approved the removal of the containment at an earlier point, based on acceptable quality or other targets achieved.

It is also recognized that CS - 1 containment can last beyond 30 production days as directed by the customer or Automodular's Quality Manager. It is our intent to keep the same employees on the containment assignment for the entire length of time as warranted by the customer or Automodular's Quality Manager.

The following procedure will be applied when selecting candidates to perform GP – 12 or CS – 1 containment:

1. First be offered to employees who have physical restrictions, are physically able to perform the containment duties, and cannot be accommodated in other productive positions.
2. Then by recalling laid-off employees by seniority and then through the use of Temporary Part Time employees.
- 3 Under normal circumstances selected or recalled employees shall remain on the GP – 12 or CS - 1 assignment for its entirety.

No 14: PROCESS VALIDATION – (RUN AT RATE)

The nature of services that Automodular Assemblies provides to its direct customer (General Motors) and other customers (various Tier one suppliers) involves a large amount of complex sub assembly.

Our customer relationships have an expectation of a process validation activity, on any process where product is assembled and significantly altered, moved or otherwise as stipulated by the customer.

A process validation is a pre production run of the process outside of the normal operating shift conditions, where throughput, quality levels, etc. can be measured to prove that the process is ready to fulfill customer order requirements. This process applies to current contracts, new contracts, model year change, model enhancements or other.

The process validation activities require in most cases a full compliment of employees to man the stations in the applicable work area, for time periods that vary in length, but typically are for smaller runs of production, than would be on a typical operating shift.

These events can occur on any weekend throughout the year. Events could be on a Saturday if customer production is not scheduled, or Sunday if Saturday overtime is scheduled

These events also may take place during the summer vacation shutdown period, and Christmas break shutdown period.

During these events, it is expected that all required employees within the applicable classifications participate.

For current work, the crewing is to be fulfilled as follows:

1. Process validation assignments will first be offered by seniority to employees on the required shift, within the department, assigned within the applicable work area, and qualified to the applicable stations where the process validation(s) will take place.
2. If crewing cannot be fulfilled as per step 1, assignments will be offered by seniority to employees on all other shifts within the department, within the work area and qualified on the applicable stations where the process validation(s) will take place.
3. If crewing cannot be fulfilled as per step 1 and 2, assignments will be offered by seniority to employees on all shifts from any department, from other work areas, but who are qualified on applicable stations where the process validation(s) will take place.

For new work, the crewing is to be fulfilled as follows:

The employees, who have posted for a new work area, shall accept all process validation assignments on all applicable shifts.

These process validation assignments would also include new probationary employees who have been hired in conjunction with the award of the additional contract or work area, and must be part of the validation events.

No 15: WORKING OVER VACATION SHUT DOWN PERIODS – INSUFFICIENT VOLUNTEERS

During the negotiations, the company tabled concern over circumstances where new business, altered production processes, equipment or material moves, and other situations requiring employees to come in over the vacation shut down periods with very short notice, as a result of customer driven circumstances.

The union will cooperate to assist in getting members to volunteer in sufficient numbers for these events over the vacation shutdown periods that would otherwise put at risk our excellent customer-supplier relationships.

No 16: VIOLENCE AGAINST WOMEN

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

WOMEN'S ADVOCATE:

The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a Women's Advocate in the workplace may be selected by the Union and will be included as one of the two (2) representatives of the Union on the joint Human Rights Committee. The Women's Advocate will be responsible for representing these special needs on the Human Rights Committee.

The Women's Advocates will participate in an annual three (3) day training program. The Company agrees to pay for lost time and registration.

Company to provide a minute of silence for violence against women on Dec 6 @ 11:00 AM each year. If Dec 6th falls on a non-production day, the two parties will come to a mutual agreement on which production day it will be observed.

No 17: JOB CLASSIFICATION: CHANGES TO JOB RELATIVE TO QUALITY REFINEMENT

During the negotiations, the company tabled concern about the need to be able to quickly react to either customer driven, or internally driven quality initiatives that could result in minor adjustments to work performed in the sub assembly and or sequencing of product.

Adjustments for example could be changing the order in which components are assembled, or fastened, method in which components or other parts are manipulated or adjusted when assembled. These changes typically are communicated by the Quality Dept and formalized using the "blue sheet" process. Once these adjustments are established as a permanent correction, it will be reflected in the amended work instructions.

The union understands that these are adjustments, are not amendments or alterations where consultation with an appropriate union representative is required.

No 18: HOURS OF WORK AND BREAKS: CAR AND TRUCK OPERATIONS

During negotiations, the Company and the Union had discussions on the length and time of breaks at both the Thornton and Montecorte/Squires facilities.

Due to the uncertainty of the hours of work and break times at the General Motors Car and Truck Plant operations, both parties have agreed to meet to continue discussions, after the ratification of this contract and prior to the lay-off scheduled for the Thornton facility in December 2007.

No 19: TRAINING AND ABSENTEEISM COVERAGE

During negotiations, the Union tabled concerns about inadequate manpower for short and long term absences and cross training opportunity.

The company commits to manning its 2 plant operations with adequate manpower to cover training, vacation, short term/long term illness or injury, absenteeism or leave of absences.

The company and union agree to meet quarterly to address crewing concerns following the initial meeting on October 24, 2007.

No 20: COMMISSIONERS PROCESS

During negotiations, the Company and the Union had discussions regarding an alternative arbitration procedure, which involves the use of a grievance commissioner.

Both the Company and union agree to meet at any point within the life of this collective agreement, to discuss the grievance commissioner process as presented by the union as an option over current arbitration processes outlined within this collective agreement.

In the case of a commissioner hearing, the entire committee will be eligible to attend and their time and wages will be paid for by the Company.

No. 21: SUMMER STUDENTS

During the course of negotiations the Company and the Union discussed summer student hiring. The Company will consider hiring summer students each year to provide for vacation relief or manning requirements and provided business requirements support the hiring. All laid off employees must be recalled prior to the hiring of summer students.

The following conditions shall apply.

1. Family members of hourly employees shall be given first consideration.
2. Students returning from the previous year(s) shall be given priority consideration over other student hires.
3. All students must be enrolled in a full-time college or university program, and be returning to school in the fall.
4. Students will receive 70% of the production operators rate stipulated in Wage Appendix "A" of this agreement for the duration of their employment.
5. Students shall not accumulate seniority.

6. Summer students shall only be eligible for overtime after all employees on shift who are willing and able to do the work have been requested to perform such overtime assignment.
7. Students must be at least 18 years of age prior to beginning work.

Students will be eligible to work from May 1 until end of Labour Day weekend. No student shall continue as a full-time employee following summer employment.

No. 22: PERSONAL PAID DAYS

The Company and Union agreed during negotiations that the Company would continue its practice of providing five (5) Personal Paid Days (PPD) to all employees in each calendar year of the contract.

The five (5) Personal Paid Days are considered included in the ten (10) unpaid Emergency Leave Days provided for in the Ontario Employment Standards Act.

The five paid days may be used for illness, illness of a family member or other emergency leaves. The five (5) Personal Paid Days may also be pre scheduled with their supervisor at least three (3) days in advance to provide the company the opportunity to obtain coverage for the absence.

Employees who do not use their five (5) paid days will be paid at year-end for each of the days not utilized.

The number of Personal Paid Days for new hires will be prorated based on the probationary end time as follows:

Probationary Period ends January to March:	Personal Paid Days – 4
Probationary Period ends April to June:	Personal Paid Days – 3
Probationary Period ends July to September:	Personal Paid Days – 2
Probationary Period ends October to November:	Personal Paid Days – 1

No. 23 AUTOMODFULAR FACILITIES:

The company agreed during the 2007 negotiations to make the following modifications to their facilities:

- a) Install an air exchange system in the Thornton Facility.
- b) Install windows in the dock doors in the Thornton facility

No 24. PPORTABLE DEFIFIBRILLATORS:

The company agreed during the 2007 negotiations to purchase portable defibrillators one (1) each for the Thornton and Montecorte facilities. Training in the use of the portable defibrillators will be provided to supervisors, Joint Health and Safety Committee Members and two (2) first aiders on each shift in each facility.

No. 25 CROSS TRAINING:

Within sixty (60) days of ratification of the contract, the Company will post on the bulletin boards "Training Opportunities".

Employees interested in training in another work area in the Production or Utility Department departments within their plant will indicate such by submitting an application.

Cross training will not be provided in the Material Department.

Cross training will be provided to employees who have applied by order of seniority within the department first. Employees will only be cross trained in one work area at a time.

The Company may utilize TPT's to provide for this cross training.

No. 26 PREFERENTIAL HIRING OF LAID OFF CAW MEMBERS:

In the event that Automodular Assemblies Inc is required to hire personnel to fill positions covered by the collective bargaining agreement, the employer agrees, in the exercise of its management's rights, to seriously consider qualified applicants who are laid off CAW members from the manufacturing sector in the Durham Region.

No. 27 SHIPPER - Thornton Plant:

During the recent negotiations, the company agreed to fill one (1) shipper's position in the Thornton Plant on each of the three shifts.

This is contingent on Automodular Assemblies Inc being awarded the Zeta (Camaro) contract along with the requirement to expand the plant to 200,000 square feet with the continuance of the current GMX 211 (Impala Cockpit).

The above does not limit or restrict the implementation of a bargaining unit shipper if the parties identify and mutually agree on the need.

No. 28 SURVEILLANCE POLICY:

The Union expressed concern over the issue of undercover surveillance or the use of video cameras in the plant. The company agrees not to participate in undercover surveillance nor will it use hidden cameras to monitor employees without prior notification to the Union.

No 29 SOCIAL JUSTICE FUND:

The Company agrees to pay into a special fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the C.A.W. - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. Social Justice Fund
205 Placer Court

No 30 TUITION REIMBURSEMENT:

The Company is in agreement with the basic concept of tuition reimbursement, but the courses must be pre-approved and relevant to the company's operations. A maximum tuition reimbursement per calendar year must not exceed five (\$500) hundred dollars. To be eligible for reimbursement, the employee must provide proof of successful completion of the course.

No. 31 DELETED ARTICLE 10.08

It is agreed by the parties that due to the negotiated deletion of article 10.08, the company will offer the opportunity, to any employee who chose to exercise the previous article 10.08, the opportunity to return to the bargaining unit.

This will apply only to an employee who is currently within the six (6) months time frame.

Any employee wishing to exercise this option shall do so in writing within five (5) days following the ratification.

It is understood any employee returning under this Letter of Intent will only be credited with seniority held prior to transferring out of the bargaining unit.

APPENDIX "C"

Temporary Part-Time Employees (TPT)

The Company and Union agreed during negotiations to include the classification of Temporary Part-time (TPT) Employees as referred to in Appendix A. This Agreement is Appendix "C" which governs the terms and conditions of Temporary Part-Time Employees and is the process and procedure to be utilized when using Temporary Part-Time (TPT) Employees.

1. TPT's will not be utilized if any seniority employee is on lay-off. If all seniority employees on lay-off refuse the "temporary recall" then TPT's may be used. Refusal of a temporary recall by laid off seniority employee will not affect normal recall rights as per Article 10.
2. The company may utilize "TPT" employees to fulfill manpower requirements on a Fridays, Saturdays and Mondays, once the overtime procedure has been exhausted.
3. It is agreed that TPT's may be utilized to cover approved leaves of absence, including vacations, to seniority employees. Approved leaves of absence will not be denied if TPT's are available and arrangements may be made to fill the vacancies created by the leave of absence.
4. The company may utilize Temporary Part Time employees to replace absent full time employees (both scheduled and unscheduled), on regular work assignments. It is

agreed that preference from current Temporary Part Time employees are given first priority for full time positions.

5. On days they are scheduled to work, Temporary Part Time employees may be scheduled a minimum of four (4) hours and a maximum of eight (8) hours.
6. It is understood that TPT's will not be utilized to fill extra required positions, nor shall TPT's be utilized to circumvent the overtime procedure, except when replacing an employee on an approved leave of absence. Any violation of the above shall result in payment of the lost overtime to the affected seniority employee at the appropriate overtime rate.
7. During the course of the negotiations, the company raised the issue of the high number requests for Leaves of Absences and call-offs that may fall in the middle of the week, where the Temporary Part Time program does not apply. It is agreed that in such cases, where the requests for Leaves of Absence can not be granted (due to the volume) and the number of call-offs is excessive, the company may utilize Temporary Part Time employees. Prior to utilizing "TPT's" during the middle of the week, the company will discuss the situation with the Union Chairperson or if on a shift where the plant Chairperson may be not available, the appropriate Committee person or his/her alternate.
8. It is understood that in some circumstances there may be more Temporary Part Time employees scheduled then are required. It is agreed that prior to sending Temporary Part Time employees home, the company may allow for training, recertification etc., or may allow full time employees to voluntarily leave early.
9. At the time of reduction in the workforce, a seniority employee who is to be indefinitely laid off will be offered the opportunity to become a TPT employee. Seniority employees who elect to work as TPT employees shall, during the period they would otherwise be on indefinite layoff, be required to comply with the work schedule for temporary part time employees. An employee who declines an offer to become a TPT shall not forfeit recall rights as outlined in collective agreement. An employee shall be offered this opportunity a minimum of every three (3) months.
10. A seniority employee who elects to become a TPT shall be paid as outlined in Appendix "A", and shall be entitled to all full time employee benefits (excluding STD or LTD) as provided in the collective agreement subject to the completion of four (4) shifts in a one month period.
11. Temporary Part Time employees may only be scheduled on Sundays/Holidays following discussion and mutual agreement with the Plant Chairperson.
12. Temporary Part Time employees shall not accumulate seniority.

13. Temporary Part Time employees shall be subject to the payment of union dues as outlined in the CAW Constitution. The company agrees to deduct dues and remit to CAW Local 1090.
14. TPT's are to call the company's TPT Hotline on the Wednesday of each week to determine if they are required for the following week.
15. Temporary part-time (TPT) will receive 70% of the Production Operator rate as stipulated in Appendix "A" of the current collective agreement for the duration of their employment.
16. If a T.P.T employee is hired for a full time position, days worked as a T.P.T. shall be recognized as days toward the probationary period (60 working days). Such employees will then be assigned a seniority date as of the 1st day of being hired full time.
17. TPT employees will be terminated after the "three strike rule" if they decline or do not respond for available work after three consecutive opportunities.
18. It is agreed that upon either party serving thirty (30) working day notice of discontinuance, that the parties will meet to discuss the issues that gave rise to the notice. The parties may agree in writing to an extension of the notice period in an attempt to resolve any outstanding issues, however such extension shall not exceed an additional twenty (20) working days from the expiry of the original 30 working days.

Appendix "D"

Benefit Coverage

The Company agrees to provide the following benefits:

1. Medical Coverage - Health

- As per current coverage

2. Medical Coverage - Drugs

- As per current coverage

3. Dental - As per current coverage

- Maximum on annual Basic and Major increased from \$2000 to \$2100

- Maximum on Ortho (lifetime) increased from \$1500 to \$1600.

4. Vision Care - Increase Vision care from \$200 per 24 months to \$220 per 24 months

- Increase eye exam coverage from \$35 per eye exam to \$50 per eye exam

- Laser eye surgery to be included in Vision Care coverage.

5. Long Term Disability

- no change to current (employee paid premium) - maximum to \$3,800 from \$3,500.
- 66.67% of gross earnings of past twelve months including overtime
- 26 week elimination period
- own occupation for two years
- any occupation to age 65
- Effective upon ratification and for future claims only.

6. Short Term Disability -

- 66.67% of gross weekly earnings to a maximum of \$600
- 4 day waiting period for sickness
- 1st of accident
- 1st day of hospitalization
- 26 week benefit period
- Third party to administer the STD plan.

7. Life and A.D.&D.

- to remain as current
- two times annual base salary

8. Employee Assistance Program - to remain as current

9. Retirement Savings Plan

- remain as current
- RSP – Company contribution of 4% of gross earnings effective January 7, 2008
- DPSP - Company contribution of 6% of gross earning and employee contribution of a minimum of 4% effective January 7, 2008. The employee will also have the current option available to them of a 2% contribution with a 4% Company contribution.

ARTICLE 24 – Severance Plan:

In the event that the company intends to close or cease operations of a partial or total nature in its facilities, the union will be provided with at least six (6) months written advance notice.


Further, the company agrees to meet with the union for the purpose of negotiating an enhanced closure package over and above the entitlement as per the current employment standards act, including an adjustment committee.


ARTICLE 25 - DURATION

25.01 The agreement shall become effective on September 27, 2007 and shall remain in full force and effect until midnight Sept 26, 2010, and unless either party notified the other in writing within the period of ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.


Signed this 27th day of September 2007 in Ajax, Ontario.

National Automobile, Aerospace, Transportation &
General Workers Union of Canada (CAW-Canada)
and its Local 1090



Shane Wark


Steve Batchelor


Rodney Hargrove


Patrick Walsh


Janet Baker



Wendy Townson

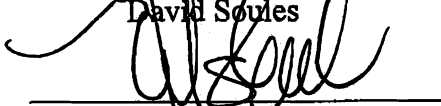

Judy Devries



Lloyd Thompson

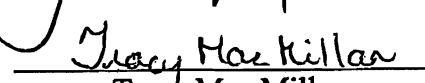

Michelle Phalen-Hooker

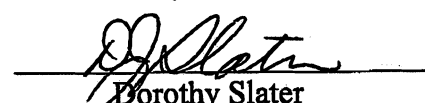
Automodular Assemblies Inc


David Soules


Marshall McMaster


Travis Rose


Traey Mac Millan


Dorothy Slater