

Collective Agreement

between:

Accurcast Inc.

(hereinafter called "the Company")

and

CAW Local 1941

(hereinafter called "the Union")

Effective Date: October 27, 2008

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General

Wherever the singular and masculine are used in this Agreement, they shall be construed as if the plural or feminine had been used. Where the context so requires, the rest of the sentence shall be construed as grammatical and terminological changes thereby rendered necessary have been made.

Article 1 – Recognition

1:01 The Company recognizes the Union as the sole and exclusive bargaining agent for all the employees of Accurcast Inc., Wallaceburg, save and except Supervisors, persons above rank of supervisor, Office and Sales Staff, students employed during the school vacation period, Quality Assurance Service Technician and Technical Staff.

Article 2 – Management Rights

2:01 Except as otherwise specifically provided for in this Agreement, the Company retains the sole and exclusive authority to manage its enterprise and direct its working forces in all respects.

Article 3 – Union Security

3:01 It is agreed by the parties that all employees will sign a Union membership card and shall remain members of the Union as a condition of employment. The company agrees to give to each new employee a copy of the Collective Agreement.

It is also agreed by the parties that all present employees of the Company shall pay Union dues as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the Union initiation fee, which will be checked off by the company.

The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or By-laws of the National and Local Union. In case of any conflict, the By-laws or Constitution of the National Union shall govern.

The Company agrees to forward to the Financial Secretary of the appropriate Local Union by cheque each month by the 15th of the following month from which deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and who were not checked off and the reason.

The Financial Secretary of each Local Union will notify the Company of any changes in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.

3:02 Union dues will be deducted bi-weekly. The initiation fee will be deducted from the first pay after the employee completes his probation period and sent to the local Union Secretary-Treasurer along with a list of all employees from whom deductions are made. In the event an employee receives no compensation from the company during any given pay period the deductions will be made the following pay period, or otherwise as the parties may agree.

3:03 The Union agrees to indemnify and save the Company harmless against any and all liability which may arise by reason of the check off by the Company of union initiation fees and dues from employees wages in accordance with this agreement.

3:04 Union dues will be shown on the Canadian Government Income Tax T4 Slip.

Article 4 – Strikes and Lockouts

4:01 The Union agrees that there will be no strikes or other activity on the part of employees which will halt, limit, or interfere with the normal business procedures during the life of this Agreement.

4:02 The Company agrees there will be no lockouts within the meaning of the Ontario Labour Relations Act during the term of this Agreement. The word strike will also be interpreted in accordance with the definition of the Act.

Article 5 – Discrimination & Harassment

5:01 The Company and the Union agree that they will not discriminate against any employee by reason of age, marital status, sex, race, creed, colour, national origin, or any prohibited ground as per the Ontario Human Rights Code or political or religious affiliations, disability, sexual orientation nor by reason of Union membership or status.

5:02 The Union and the Company recognize that sexual or racial harassment in the workplace is unlawful and in violation of the Ontario Human Rights Code. Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought to be reasonably known to be unwelcome.

5:03 If an employee believes that he has been harassed and/or discriminated against on the basis of a prohibited ground as per the Ontario Human Rights Code, the employee may bring the incident forming the basis of the complaint to the attention of his Union representative and/or his Supervisor and/or the Human Resources Department. If the employee's union representative and/or supervisor and/or the Human Resources Department cannot, to the satisfaction of the employee, deal with the complaint, the employee is encouraged to submit his/her complaint in writing to a Joint Committee.

5.04 A Joint Committee consisting of one (1) representative each of the Company and the Union , will be formed to deal with harassment and discrimination issues. The Union representative shall be the Plant Chairperson or their designate and the Company representatives shall be the Plant Manager or their designate. The representatives of each party shall be assigned to investigate particular complaints.

Unresolved complaints may be referred to the grievance and arbitration procedure beginning at step 2.

The parties agree that this procedure is an alternative complaint procedure to filing of a complaint with the Human Rights Commission pursuant to the Ontario Human Rights Code, accordingly, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

Article 6 – Grievance Procedures

6:01 For the purpose of this agreement, a grievance is a dispute relating to the interpretation, application, administration or alleged violation of this Agreement. Any grievance filed must have the date of the occurrence, the article violated stated clearly on the grievance form and the corrective action requested. Following the institution of a grievance if either party does not respond within the time limits provided herein, the grievance shall be deemed to have proceeded to the next step.

6:02 No employee shall commence a grievance until he has first taken the matter up with his Supervisor, within two (2) working days of the violation or matter complained of. The Supervisor shall respond orally by the end of the next working day following oral notification to the Supervisor. If the Supervisor's response is not satisfactory to the employee a grievance may be submitted in writing to the supervisor signed by the grievor and by a committee person not later than the second working day following the day provided for the Supervisors' oral response. The written grievance shall outline the

nature of the grievance, the Articles of the Collective Agreement alleged to have been violated, and the remedy sought.

6:03 STEP 1

The Supervisor shall have until the end of the third day following receipt of the written grievance, to provide a written response to the grievance. If the matter is not resolved, the union may, within two (2) regular working days after receiving his Supervisor's decision, present the grievance to the appropriate Department Manager or his designate. The appropriate Department Manager or his Designate with thereafter meet with the employee and a Committeeperson within five (5) regular working days after presentation in a further attempt to resolve the grievance and a decision with be issued by the Department Manager or his designate within two (2) regular working days after the meeting.

6:04 Step 2

If the grievance is not settle at Step 1, the Chairperson may present the grievance to the Plant Manager or Human Resources Manager within five (5) regular working days of receipt of the appropriate Department Manager or his Designate's answer. At such meeting either party may bring in representatives if they so desire.

The Plant Manager or Human Resources Manager shall give an answer in writing within eight (8) regular working days, following the date of the meeting.

6:05 Should any grievance fail to be satisfactorily settled by the foregoing provisions of this section, such grievance may be referred to arbitration within ten (10) regular working days of receipt of the disposition by either party as hereinafter provided.

6:06 The time limits referred to in step 1, and 2 may be extended by the mutual agreement of the parties in writing.

6:07 Policy Grievance

(a) Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management, and if by the Company to the Chairperson of the Committee. Such grievance shall be submitted to the other party within five (5) days of the alleged violation or matter complained of. It is understood that this Article 6.07 shall not be used to bring a grievance directly affecting individual employees and the provisions of Articles 6.02, 6.03, 6.04 and 6.05 shall not be bypassed.

6:08 Grievances arising from a dispute over the actual benefits being provided pursuant to this Agreement will be submitted in writing at Step 2.

Article 7 – Discipline and Discharge

7:01 No seniority employee shall be disciplined or discharged without just cause. A claim by a seniority employee that he has been discharged suspended or otherwise disciplined without just cause shall be treated as a grievance and shall be commenced at Step 1 of the grievance procedure, provided that a written grievance signed by the employee, and a committee person is presented to the Plant Manager or Human Resources Manager within three working days following the discipline, suspension or discharge.

7:02 The following procedure will apply when the Company disciplines, discharging or suspends a seniority employee:
The company shall insure that a committee person is present at any meeting when such discipline is given. If no committee person is available, the employee shall have the right to request another bargaining unit member attend with him, and in such case, the Company shall inform the union of the discipline given within one (1) working day. If the Company determines that the nature of the alleged violation may endanger the safety of the employee or other employees, or is of such a nature that it would be inadvisable to retain the employee in the plant the employee will be instructed to

leave the plant and any discipline imposed will take place at the earliest opportunity at a time set by the Company after consultation with the plant chairman or his designate.

7.03 Written warnings and suspensions will remain on an employee's disciplinary record for twelve (12) months.

7.04 Written disciplinary notice will be given to the employee within seven (7) regular working days following the date of the alleged incident in the presence of a Committeeperson who shall sign the notice for the purpose of acknowledging receipt only. If the employee is unavailable the notice will be sent by registered mail with a copy given to the Plant Chairperson.

Article 8 – Arbitration

8:01 After exhausting the grievance procedure established in this Agreement either party may refer a grievance to arbitration.

8:02 The party desiring to submit a grievance to arbitration shall give written notice to the other party within twenty (20) regular working days of receipt of the Step 2 disposition. The written notice shall contain a list of three (3) suggested Arbitrators. The recipient of this list may accept one (1) of the three (3) Arbitrators or in turn submit his own list of three (3) suggested Arbitrators within ten (10) regular working days thereafter.

If the parties fail to agree on an arbitrator, the matter may be referred to the Minister of Labour who shall appoint an Arbitrator.

8:03 The Arbitrator shall hear and determine the differences or allegations and the representations of both parties and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

8:04 Each party shall pay one-half (1/2) the cost of the Arbitrator.

8:05 The arbitrator shall have authority to determine whether the matter before him is arbitrable but he shall have no jurisdiction to amend, alter or change in any way any of the provisions of this Agreement, or to substitute any new provisions of this Agreement.

Article 9 – Seniority

9:01 An employee will acquire seniority after completing sixty (60) worked days and his seniority shall date from his most recent date of hire. Before the completion of his probationary period of sixty (60) worked days, the employee may have his employment terminated at the sole discretion of the Company. However, the termination may not be enacted in an arbitrary manner, or in bad faith, or contrary to Article 5. The Company will advise the Plant Chairperson, in writing, of all new hires and their respective classifications. All new hires will be introduced to their respective Union Committee member on their shift and the Plant Chairperson.

9:02 All employees shall retain seniority with new and past employers. This calculation shall be years of seniority with the past employer up until last day of work with previous employer plus years with the new employer starting at date recalled. For the purpose of Layoff, Recall and Job Postings, seniority priority shall be given based on original date of hire with the previous employer.

9:03 Seniority lists shall be revised every three (3) months. Copies of the lists shall be posted in the plant and three (3) copies given to the Plant Committee Chairperson. The Plant Committee Chairperson may request in writing additional seniority revisions from the Human Resources Department.

9:04 When two or more employees commence work on the same day, their position on the seniority list will be determined by the drawing of the employee's names, such draw will be conducted by the Plant Chairperson and the Payroll Coordinator or Human Resources Manager.

9:05 An employee's seniority shall not be deemed to have been broken and shall continue to accumulate, by reason of absence from work because of:

- (a) Injury caused by accident arising out of and in the course of his employment except where the employee is judged to be incapable of performing the available work. Available work shall mean any job within the provisions of this Agreement provided the employee has the seniority to displace a junior employee, unless otherwise mutually agreed to by both parties.
- (b) Vacation.
- (c) Authorized leave of absence.
- (d) Illness as outlined in Article 25.

Article 10 – Loss of Seniority

10:01 An employee's seniority shall be cancelled and his employment deemed to have been terminated in the following circumstances:

- (a) If he voluntarily quits, or is discharged and is not reinstated through the grievance or arbitration procedure.
- (b) If an employee is laid off or time off since last day of work with the previous employer is equal to his seniority, to a maximum of ten (10) years).
- (c) Unauthorized absence of three (3) consecutive working days or more unless the reason for absence was caused by events beyond the control of the employee and proof can be supplied to the Company on request. The Plant Chairperson will be notified on the second day of the absence.
- (d) Failure to return to work within five (5) regular working days after recall.

Article 11 – Lay-off and Recall

11:01 In the event of a reduction in the workforce the following procedure will be used:

(1) All Students and probationary employees on the affected shift will be laid off prior to any seniority employees.

(2) For lay-offs of one (1) shift or less, employees with the least seniority in the affected classification and shift will then be laid off.

(3) If the lay-off extends to a second (2nd) day, seniority employees may displace junior employees on their shift in different classifications, provided they are able to perform the available work without training.

(4) If the lay-off is longer than two (2) days, seniority employees may exercise their plant wide seniority to displace junior employees in classification groups 1 to 9 inclusive. The Company will provide up to a five (5) days training and assessment period. A seniority employee may displace a more junior employee in classification groups 10 and above if he has previously held that classification. Employees will have five (5) days to make their election to bump.

(5) Any laid off employee not so displacing a junior employee will be returned to work in accordance with the recall provisions herein.

(6) Seniority employees will be recalled in the reverse order of the above procedure provided they are able to perform the available work, including the training and assessment period as outlined in Article 11:1(4).

(7) If the lay-off is expected to be of three (3) working days or more, but less than thirty (30) days duration, the Company will give forty-eight (48) hours notice of the lay-off. If the lay-off is expected to be thirty (30) days or longer, the Company will give five (5) days notice of the lay-off. These notices need not be given if the circumstances

causing lay-off are beyond the control of the Company or are caused by an act of God.

11:02 An employee moving to a classification in a lay-off sequence or as a result thereof shall be paid the rate of the classification to which he moves.

11:03 Notification of recall shall be directed to the last address and telephone number which the employee recorded with the Company. It is the employee's responsibility to notify the Company in writing of any change of address or telephone number. A copy of this notification will be given to the Union Chairperson.

11:04 An employee who is affected by an elimination of his classification will be allowed to bump as provided herein.

11:05 Students employed during the school vacation period shall not be eligible for seniority status. It is understood and agreed that student will have been actively enrolled in full-time studies in a recognized school system in the prior year or will be enrolled in full-time studies in the upcoming year. Students must have proof of enrolment.

11:06 It is mutually agreed and understood between the parties that the Company may utilize the services of junior employees during a recall period as outlined herein while a senior employee is not immediately available to return to work.

Article 12 – Union Representation

12:01 The Company acknowledges the right of the Union to elect or appoint a Plant Committee of up to four (4) Committeepersons, one (1) of who shall be the Plant Chairperson. The number of members of the shop committee shall be:

One Shift Operation	Two Shift Operation	Three Shift Operation	
2 Members	3 Members	4 Members	

Unless specifically stated otherwise, the Company will deal with no more than one (1) of the said Committeepersons with respect to matters arising out of this Agreement at grievance meetings.

Attendance at 2nd step grievance meetings shall be limited to no more than two (2) Union Representatives at one time. (Including a representative of the CAW National Union).

During negotiations the Company shall deal with no more than three (3) Union Negotiating Committee members excluding the CAW National Representative. If Skilled Trades matters arise during the course of negotiations and none of the three (3) Union Negotiating Committee members are from a Skilled Trades classification, the Union will appoint a Skilled Trades representative to be present at Negotiations for matters directly relating to Skilled Trades issues only.

12:02 The Plant Chairperson shall furnish the Company and post a list of the names of the Plant Committee Members and shall notify the Company in writing of any changes forthwith.

12:03

(a) The Chairperson or a Committeeperson will be allowed a reasonable amount of time away from his regular duties without loss of pay to investigate and adjust grievances, and other matters relating to the administration of this Agreement, provided he obtains permission from his Supervisor before leaving his work station. This permission will not be unreasonably withheld.

(b) The Company shall provide for the use of the Plant Committee an office, with the Company paid reasonable telephone privileges

(\$75.00 max.) per month with fax capability, internet access and an email account.

(c) The Plant Chairperson shall be paid at the applicable rate for their classification. However, if the Plant population exceeds one hundred and fifty (150) people as contained in Schedule A, the Plant Chairperson shall be paid the top wage rate of pay as set out in Schedule A, Wage Schedule hereto.

12:04 For grievance meetings (but not including arbitration hearings) the Company agrees to pay the Plant Chairperson, the Committeeperson and the grievor(s) (unless suspended or discharged) for all time spent in meetings with the Company at their regular straight time rate of pay.

12:05 (a) The Company will schedule the Plant Chairperson to work on the day shift.

(b) In the event the Company and the Union schedule a meeting requiring the presence of the Plant Chairperson, outside his scheduled shift, he will be paid in accordance with the overtime provisions of this Collective Agreement.

12:06 No more than two (2) Union Committee Members will be allowed time to conduct in Plant elections or balloting providing it does not unduly interfere with production.

Article 13 – Transfer out of Bargaining Unit

13:01 An employee who accepts a position with the Company which is not covered by this Agreement shall forfeit all Bargaining Unit seniority and if subsequently returned to the bargaining unit he/she will be considered a new hire.

Article 14 – Alternate Work Schedules

14:01 The Union and Company understand the advantages of an alternate work schedule that would accommodate the needs of the employees and at the same time recognize the company's need to enhance its competitive position, maintain quality, efficiency and capacity utilization.

Relative to the establishment of alternative work schedules the parties recognize that the various provisions of the current collective Agreement may require modification. Such Alternate Work Schedule Agreement would be by mutual agreement between the parties, Union and Company, and would also require approval by the membership prior to implementation.

Article 15 – Hours of Work

15:01 The following paragraphs and sections are not intended to be a guarantee of hours of work per day or per week.

15:02 The standard work week shall consist of forty (40) hours per week composed of five (5) eight (8) hour days (Monday to Friday).

The normal hours of a shift shall be assumed for all purposes of the agreement to fall on the twenty-four (24) hour calendar day on which the majority of the shifts hours fall. Shift rotation shall be weekly for those employees who normally rotate shifts.

The normal start and finish times on a three (3) shift operation shall be as follows;

- a) The standard day shift shall begin at seven (7) A.M. and end at three (3) P.M.
- b) The standard afternoon shift shall begin at three (3) P.M. and end at eleven (11) P.M.
- c) The standard midnight shift shall begin at eleven (11) P.M. and end at seven (7) A.M.

d) When a two (2) shift operation is in effect the normal hours of work will be;

- The standard day shift shall begin at seven (7) A.M. and end at three-thirty (3:30) P.M.
- The standard afternoon shift shall begin at three-thirty (3:30) P.M. and end at twelve (12) A.M.

e) One shift operation shall be days. The standard day shift shall begin at seven (7) A.M. and end at three-thirty (3:30) P.M.. The Plant Chairperson will be recognized as being assigned to this shift.

f) Employees who commence work on a three (3) shift operation and are moved to a two (2) shift operation will not have their respective quitting time altered on the day the change occurs

g) Employees who commence work on a two (2) shift operation and are moved to a three(3) shift operation prior to his scheduled lunch period for the duration of the shift, shall receive twenty (20) minute paid lunch period and be permitted to leave work at the ending times specified in article 15:02 for a three shift operation.

h) Employees who attend work on a two (2) shift operation will be provided with a five (5) minute wash-up period immediately prior to lunch period and at the end of their shift. Employees must remain at the plant during the said wash-up period.

i) The normal start and finish times may be varied by the Company by up to 30 minutes or as the parties may otherwise agree.

15.03 All employees on a three (3) shift operation shall receive a twenty (20) minute paid lunch break and two ten (10) minute rest periods.

15.04 The breaks will be between the following times:

	Days	Afternoon	Nights
First break	8:15 - 9:30	4:15 - 5:30	2:15 - 1:30
Lunch	10:30 - 12:00	6:30 - 8:00	2:30 - 4:00
Second break	12:45 - 2:00	8:45 - 10:00	4:45 - 6:00

Guideline: Those employees scheduled to work on a one (1) or two (2) shift operation will commence their first (1st) break period within approximately two hours of shift start and their second (2nd) break period approximately two (2) hours prior to shift's end. The unpaid thirty (30) minute lunch period will commence within approximately four and one-half (4 ½) hours into their respective shift start. Regular shifts starting Sunday evening or overlapping from Friday night will not be overtime premium time.

15:05 All work performed in excess of eight (8) hours per day (Monday to Friday) shall be paid the rate of time and one-half (1 ½) the straight time rate.

15:06 All work performed on Saturday shall be paid for at time and one-half (1 ½) the straight time rate.

15:07 All work performed on a Sunday shall be paid for at double (2X) the straight time rate.

15:08 All work performed on paid holidays shall be at two times (2X) the straight time rate.

15:09 It is understood and agreed that there shall be no pyramiding of premium or bonus payments. Shift premiums shall not be used as a basis for the calculation of overtime.

Article 16 – Overtime Distribution

16.01 For overtime distribution and equalization purposes a group will be defined as those employees within the same classification and shift normally performing the work.

16.02 Overtime will be considered to be equalized if the discrepancy in hours is no more than 16 hours among employees within the group in any calendar quarter.

16.03 The Company will maintain a record of overtime hours worked and refused for each employee in that calendar quarter. Employees being requested to work overtime will sign either accepting or refusing the available overtime. The record will be posted weekly with a copy given to the Plant Chairperson. All hours worked/refused will be charged to each employee subject to section 16.10 below.

16:04 The record will be deemed to be correct if no discrepancy is brought to the attention of the Company within five (5) days of the record being posted.

16:05 Inequities in the hours will be corrected by the Company at the first available overtime opportunity.

16:06 Available weekday overtime will be offered to employees with the lowest number of hours in the group.

16:07 Employees refusing overtime or who are absent when the overtime is offered will be charged with those hours.

16:08 Employees who have agreed to work overtime and fail to report will be required to justify this absence.

16:09 Employees entering a group shall assume the average number of overtime hours in the group.

16:10 Advance notification of separate shift overtime, when possible, will be given before the end of the employee's shift on Thursday. Only on an exceptional basis would overtime be requested later than Thursday. Hours worked will be charged. Hours offered and refused after the end of the employee's Thursday shift will not be charged.

16.11 Employees working a steady weekday shift who have less overtime hours recorded than those employees in the incoming group will be offered the available overtime.

16:12 Notwithstanding the foregoing provisions, it is understood and agreed that if sufficient qualified volunteers cannot be obtained to work the Saturday overtime required, such work will be assigned to the employees with the least amount of overtime worked on the same shift, in the classification who are qualified, without training to perform the work to be done. Notwithstanding the foregoing it is understood and agreed that no employee will be required to work overtime on more than two (2) Saturdays in any calendar month. In the event that the qualified employees with the least amount of overtime hours worked have already worked two (2) Saturdays in any month and additional Saturday overtime is required, the next qualified employees on shift, in the classification with the next lowest amount of overtime worked will be required to work the said overtime. This paragraph will not be applicable during long weekends or in any case where the employee has the Friday or the Monday as an approved day off.

16:13 All overtime worked during the week and on Sunday will be voluntary.

Article 17 – Reporting to work and call-in pay

17:01 An employee who reports for work at the start of his regular scheduled hour, without having been notified in advance not to report, will be given work or pay at his regular rate for a period of four (4) hours, unless the lack of work is due to an Act of God, fire, flood, power failure, major breakdown of equipment, or other conditions beyond the control of the Company, provided the Company has made a reasonable attempt to notify the affected employees.

To qualify for payment under this provision, employees must have their current address and telephone number on file with the Company.

17:02 Employees who are called back to work outside their regular hours in order to meet emergency conditions, will receive whichever is greater of the following:

- (a) four (4) hours at the appropriate overtime rate
- (b) time and one half (1 1/2) for all hours worked
- (c) double time (2 X) for all hours worked on Sunday.

A Union Committeeperson will be present when the call is being made, provided he/she is at work.

17:03 Any call to day shift employees between the hours of 11:00pm and 6:00am requesting them to report to work prior to their regular shift commencement time will be paid at a minimum of 4 hours at the appropriate rate for such time. Any employee called between the hours of 6:00 am and 11:00 pm to report to work early for their shift, will not be treated as a call in and paid the overtime rate for hours worked.

Article 18 – Shift Premiums

18:01 Employees required to work on the afternoon shift shall receive forty-five cents (\$0.45) per hour and employees working on the night shift shall receive fifty cents (\$0.50) per hour for all hours worked.

Article 19 – Wages

19:01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages set forth in the schedule of wage rates (Appendix "A") forming part of this Agreement.

19:02 The rate of pay established by the Company for any new classification shall be based on rates of comparable work in the plant. The Plant Union Chairperson will be notified when a new classification has been established and a copy of such notice sent to the Union's office. Such newly established classification may be

subject to grievance, starting at Step 2, no later than ten (10) working days following the date of notification.

19:03 (a) All employees will be paid on a bi-weekly basis with the cheques being deposited directly in their bank account through the electronic banking system, such amounts will be deposited in Thursday's transactions of bi-weekly.

In addition, each employee will receive bi-weekly on their Thursday shift a bi-weekly statement of earnings, hours and deductions. Each employee must complete a direct deposit application form identifying details of their bank and account number.

(b) For the purpose of the Christmas shutdown the Company will issue a 40 hour pay (with adjustments to follow) where 19:03 (a) cannot be complied with.

(c) If an error is made by the Company on the amount of an employee's weekly pay and such error is in excess of fifty dollars (\$50.00) the employee will receive the adjusted amount by cheque by Friday of that week. Overpayments shall be recovered from subsequent pay(s).

19:04 Statement of earnings should be handled in a confidential manner to insure that the information therein is kept confidential to employees only.

Article 20 – Jury Duty/Subpoena Witness

20:01 The Company believes it is each employee's civic responsibility when required to perform jury duty or to appear as a witness, when subpoenaed and agrees to pay the difference between the amount received for Jury Duty or subpoenaed witness and the amount the employee would have earned for the regular hours scheduled on the day he was required to serve. The employee is expected to advise the Company on receiving notice that he has been chosen for Jury Duty or subpoenaed to be a witness.

Article 21 – Bereavement Leave

21:01 Surrounding the date of death or funeral service as requested by the employee bereavement leave will be provided as follows to seniority employees.

(a) In the event of the death of the current Spouse, same sex partner as listed with the Company, Common Law Spouse, Child, Mother, Father or Grandchild five (5) working days off with pay.

(b) In the event of the death of Sister, Brother, Mother-in-law, Father-in-law, Grandparents, current Spouse's Grandparents, and Great Grandparents three (3) working days off with pay.

(c) In the event of the death of a Brother-in-law, Sister-in-law, niece or nephew one (1) working day off with pay.

21:02 If a bereavement under 21:01 occurs during an employee's scheduled vacation he will be compensated accordingly and allowed the appropriate day or days of vacation at a later date.

21:03 The Company may request an employee to provide satisfactory evidence of death under this clause.

Article 22 – Leave of Absences

22:01 All leaves of absence will be without pay unless otherwise provided for herein.

22:02 Leaves of absence requested in the following instances may be refused when chronic absenteeism would unduly interfere with an employee's reliability. The Company does however recognize its duty to accommodate employees with disabilities as set out in the Human Rights Code.

(a) For legitimate personal reasons on receipt of a written request.

- (b) For employees appointed or elected to a full-time union or political position.
- (c) For bona fide union business and conventions up to a maximum of 30 days per individual per year as authorized the Local President or Plant Chairperson

22:03 Leaves of absence for part or all of a shift will be granted to employees holding part-time elected political positions providing such leave will not interfere with production.

22:04 The Company agrees to grant pregnancy and parental leaves of absence in accordance with the Employment Standards Act. A further leave of up to six months will be granted to an employee providing a written request is received at least two (2) weeks prior to the expiration of the statutory leave, but no benefits will be provided by the Company during such extended leave.

22:05 Absences of three (3) working days or more may require proof of illness or accident.

22:06 All leave of absence or vacation forms will have four copies with one copy to be given to the employee signed by the supervisor acknowledging the submission of the request.

22:07 The Company will grant a seniority employee a leave of absence for up to 120 days if the employee is jailed for an offense arising out of the operation of a motor vehicle whether the charge is under the Highway Traffic Act or the Criminal Code. An Employee will only be entitled to such leave once during the term of their employment.

22:08 The Company will respond to written leave of absence requests within ten (10) working days.

Article 23 – Paid Holidays

23:01 An employee with seniority shall receive eight (8) hours pay at his regular straight time rate for the following paid holidays:

Aug. 1, 2008 – July 31, 2009

Monday August 4, 2008 (Civic Holiday)
Monday September 1, 2008 (Labour Day)
Monday October , 2008 (Thanksgiving)
Thursday December , 2008 (Christmas Day)
Friday December , 2008 (Boxing Day)
Monday December , 2008
Tuesday December , 2008
Wednesday December , 2008
Thursday, December , 2008
Friday December , 2008 (New Years)
Friday March , 2009 (Good Friday)
Monday May 18, 2009 (Victoria Day)
Friday July 3, 2009 (Canada Day)

Aug. 1, 2009 – July 31, 2010

Monday August 3, 2009 (Civic Holiday)
Monday September 7, 2009 (Labour Day)
Monday October 12, 2009 (Thanksgiving)
Thursday December 24, 2009 (Christmas Day)
Friday December 25, 2009 (Boxing Day)
Monday December 28, 2009
Tuesday December 29, 2009
Wednesday, December 30, 2009
Thursday, December 31, 2009
Friday January 1, 2010 (New Years)
Friday April 2, 2010 (Good Friday)
Monday, May 24, 2010 (Victoria Day)
Friday, July 2, 2010 (Canada Day)

Aug. 1, 2010 – July 31, 2011

Monday August 2, 2010 (Civic Holiday)
Monday September 6, 2010 (Labour Day)
Monday October 11, 2010 (Thanksgiving)
Thursday December 23, 2010 (Christmas Day)
Friday December 24, 2010 (Boxing Day)
Monday December 27, 2010
Tuesday December 28, 2010
Wednesday December 29, 2010
Thursday December 30, 2010
Friday December 31, 2010 (New Years)
Friday April 22, 2011 (Good Friday)
Monday May 23, 2011 (Victoria Day)
Friday July 1, 2011 (Canada Day)

23:02 To qualify for payment for a holiday, an employee shall work the first full shift preceding and the full shift following the holiday. This provision will not apply if on the qualifying days, the employee:

- (a) was less than 1.0 hour late.
- (b) was unavoidably late.
- (c) was absent due to illness evidenced by a Doctor's certificate.
- (d) was on a leave of absence with prior approval in writing for a period of not more than two (2) weeks.
- (e) was serving the waiting period as stipulated in the weekly indemnity clause.
- (f) was on lay-off for a period not exceeding a total of ten (10) regular working days. Any seniority employee who is placed on lay-off on or after December 1 will be entitled to the paid holidays which fall during that Christmas/New Years season.
- (g) failed to work the full shift by reason provided for in Article 26:10 (work injury).
- (h) was on disciplinary lay-off.

23:03 A holiday may be observed on a day other than that proclaimed, if mutually agreed between the Company and the Union.

23:04 Employees who are receiving any form of wage compensation other than for work performed for the Company, shall not be paid for the holiday.

23:05 Where a paid holiday falls within an eligible employee's approved vacation period, he shall be paid for such holiday. The employee may select to receive an additional day vacation which will be granted as defined below:

- (a) Either the day immediately preceding or immediately following the employee's approved scheduled vacation period and such day will be mutually agreed upon.
- (b) A day as mutually agreed upon by the employee and his supervisor within the annual vacation period.

Article 24 – Vacations

24:01 Employees will be granted vacations, as outlined in this clause, with vacation pay based on the applicable percentage of total earnings for the preceding June 1 to May 31 period. The number of weeks vacation entitled for any given vacation year is determined based on years seniority on May 31st prior to the commencement of the vacation year.

(a) The employer accepts for the purposes of vacation entitlement, that vacation entitlement shall be calculated based on the cumulative years of seniority with the old company and the new company (seniority as defined in Article 9:02).

The vacation year shall be June 1 to May 31 of any calendar year.

Under 1 year seniority	1 week	4%
1 year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
Greater than 10 years	4 weeks	8%

(b) Commencing twelve (12) months prior to the employees fifth (5th) and tenth (10th) anniversary date, vacation pay will begin to accrue at the percentage applicable for five (5) and ten (10), years of service and will be paid accordingly as of May 31st.

(c) Employees must submit their request for vacation weeks no later than February 15th . The Company will post the vacation schedule by March 15th. Available vacation time will be allotted by seniority within the classification. In the event employees do not receive their vacation weeks as requested, the Company and the employee will endeavor to arrange a mutually acceptable time.

(d) Vacation will be taken during the vacation year following the year in which they are earned and shall not be accumulated. It is mandatory for employees to take the first 2 weeks of their vacation. They can elect to receive vacation pay for everything above 2 weeks.

24.02 Individuals leaving their employment for any reason prior to their fifth (5th) or tenth (10th) anniversary dates shall only be entitled to receive vacation pay at the applicable four percent (4%) or six percent (6%) rate respectively.

24:03 Total earnings for calculating vacation pay shall include all wages for work performed including Statutory Holiday pay and any overtime premiums, but shall not include vacation pay for the preceding year.

24:04 Vacation pay will be paid at the time the vacation is taken throughout the summer (in blocks of one week/2% as applicable). If an employee has accrued vacation pay remaining for the current vacation year after Labour Day, such employee may request the remaining vacation pay at any time in writing and will be processed on the next available payroll. Employees may take their vacation as individual days. All vacation must be approved by the Company.

24:05 The Company reserves the right to schedule a plant shutdown for vacation purposes during the month of July. Employees will be advised of the shutdown by February 1st. In the event employees are required to work during the shutdown the Company will request volunteers by seniority in the necessary classification.

24:06 When an employee who is eligible for a vacation pay is laid off, the member will not receive their vacation pay until thirteen (13) weeks have passed.

Article 25 – Benefit Program

25:01 The Company agrees to pay fully and to provide benefit plans as set out herein at no cost to the employees in accordance with the terms in effect at the time of the signing of this Agreement with the negotiated changes. The company's sole obligation will be to pay the premium and arrange the coverage as set out herein.

25:01 (a) Group Life Insurance and Accidental Death and Dismemberment:

All employees with seniority are eligible to enroll for life insurance coverage, commencing the first of the month following the date they acquire seniority.

For employees actively at work on/or after:

October 1, 2004	\$29,500
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All employees with seniority are eligible for \$5000.00 life insurance coverage in the event of the death of the employee's current Spouse or Common Law Spouse and \$2500.00 of life insurance coverage in the event of the death of a dependent.

25:01 (b) **Wage Indemnity**

All seniority employees are eligible for Weekly wage indemnity benefits on the eight (8th) day of uninterrupted total disability, provided the employee loses work through illness, on the 1st day of total disability in case of an accident not covered by the Workplace Safety and Insurance Board, and on the 1st day of total disability for day surgery and hospital confinement. The employee must be under the care of a medical doctor during the period of disability. The maximum period is thirty-nine (39) weeks.

Payment for weekly wage indemnity benefits will be as follows:

i) 66 2/3% of the employee's rate in appendix 'A' up to a maximum of \$470.00 per week.

25:01 (c) **Extended Health Plan Coverage**

Drug Plan

All employees, with seniority, are entitled to enroll in the Major Medical program the first day of the month following the completion of their probationary period which provides each employee with a drug card with the stipulations as listed herein:

- i) 80% coverage, \$200 annual cap
- ii) Positive Dependent Enrollment is required
- iii) Coordination of Benefits with spouse's drug plan is required
- iv) Equivalent therapeutic/generic cross-selection substitution is required for all prescription medicines

25:01 (d) **Dental Plan**

(1) All employees, with seniority, and their dependents, as defined in the plan, may join the plan. The plan pays 100% of all eligible basic charges and 80% of all major services up to the limits specified under the previous year's Ontario Dental Association Schedule. The yearly maximum is \$1,700.00. This plan is subject

to nine (9) month check-ups, and a maximum of six (6) units of periodontal services each nine (9) month period.

(2) All employees will be eligible for enrollment in the plan the first month following the completion of their probationary period.

25:01 (e) **Pension Plan**

The Company will make contributions to a Defined Contribution Plan in the amounts below on behalf of seniority employees for hours compensated, excluding overtime.

October 27, 2008

\$0.60

25:01 (f) **Vision Care**

The Company agrees to provide family vision care benefits to all seniority employees to a maximum of \$200.00 each twenty-four (24) months for each family member.

25:01 (g) **Long Term Disability**

Long term disability insurance coverage in the amount of \$1200.00 per month. The said amounts include C.P.P. benefits. To qualify the employee must be totally disabled as defined in the policy from performing the duties of his/her own occupation for the first two years of total disability and from performing the duties of any occupation, as defined in the policy, thereafter.

25:02 An employee laid off will be covered by the welfare program for two (2) month following the month of layoff.

25:03 Employees who are off work due to illness or injury will be covered on the same basis as an active employee as provided below.

(1) All seniority employees 36 months of coverage.

25:04 If an eligible employee does not receive his W.I. benefit amount within 21 days of the submission of the claim the Company will advance to the employee the gross amount. If the claim is subsequently denied the employee will repay the amount so advanced at the rate of \$50.00 per week.

25:05 The Company agrees to reimburse the employees up to \$15.00 per note requested from a physician. The Company will reimburse up to \$25.00 for the cost of the initial W.I. medical claim form.

25:06 Revisions to benefit coverages will apply to all employees actively at work upon and after ratification.

Article 26 – Health and Safety

26.01 The Company and the Union agree that they mutually desire to maintain a high standard of health and safety in the plant.

26.02 The Company shall make all reasonable provisions for the safety and health of all its employees.

26.03 The Company and Union agree to obtain the full cooperation of its employees in maintaining safe working conditions and practices.

26.04 The Company shall continue to provide any necessary protective equipment, exclusive of personal clothing, as well as replacement of outerwear for personnel working outdoors.

Safety Committee

26.05

a) The Company and the Union agree to establish a Health and Safety Committee which shall be comprised of two (2) members each from the Employer and two (2) members from the Bargaining Unit. One (1) of the Management and one (1) of the Union

members shall act as Co-Chairs. Whenever a third shift is scheduled, the Union shall have three (3) members from the Bargaining Unit on the Safety Committee, one (1) from each shift.

b) The Company will comply with all applicable legislation in regards to certified worker training requirements. The following sections of the Occupational Health and Safety Act as of June 5, 1995 will apply to the parties and the employees.

- S.9 Joint Health and Safety Committee
- S.11 Industrial Hygiene Testing
- S.12 Workers Compensation Board Information
- S.25 - 28 Duties of Employers, Supervisors and Workers
- Part IV - Toxic Substances
- Part V - Right to refuse or stop work where health and safety in danger
- S50 (1)(2) - Reprisals
- Part VII - Notices

26:06 The Committee will meet once each month and it's function will be to promote safety and analyze safety results, make regular plant inspections, suggestions to the Company which are designed to improve safe working conditions and practices are other functions of the Committee. Two Union committee members will participate on the monthly plant tours.

26:07 During the term of this Agreement, the Company recognizes that the Union Health and Safety Co-Chair will be given a maximum of two (2) hours per day to address Plant Health and Safety issues. The parties agree that the Health and Safety Committee shall function for the time reasonably necessary to address Health and Safety issues.

26:08 **Safety Shoes**

The Company will reimburse each calendar year effective towards the cost of safety shoes effective on the date as noted:

October 27, 2008	\$ 150.00
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26:09 **Safety Prescription Glasses**

The Company agrees commencing August 1, 2004 to reimburse once every twenty-four (24) months, the cost of industrial safety prescription glasses to a maximum of \$150.00. These glasses will be replaced by the Company if damaged during the course of the employees performing their work.

26:10 **Injury Allowance**

If an employee is injured during working hours and is sent home by either the Company or the doctor, the Company will pay him for the remaining time left on the shift.

Article 27 – Bulletin Board

27:01 The Company will provide the Union use of a locked glass bulletin board for the posting of notices for Union meetings, recreational and social functions and other matter pertaining to Union activities.

Notices which the Union has posted will be copied and provided to the Human Resources Manager or designate. Any concerns regarding notices posted may be brought to the attention of the Plant Chairperson or President.

Article 28 – Skilled Trades

28:01 The Skilled Trades Group shall consist of the following classifications:

1. Millwright
2. Mould Maker
3. Electrician

28:02 Seniority for employees in the Skilled Trades classifications as of November 24, 1997 shall be their original date of hire with the Company. Effective November 24, 1997 employees with no previous company seniority entering a trade shall have date of entry seniority in the skilled trades as listed in 28:01 above and will not be allowed to displace a production employee in the event of a lay-off.

28:03 Employees in the Skilled Trades classification will only have seniority in their respective classifications.

28:04 In the event a Skilled Trades classification is eliminated the effected employees shall have the right to exercise their Company wide seniority to displace more junior employees in any other classification for which they have the skill, ability and qualifications to do the work.

28.05 Should a Skilled Trades employee become permanently incapable for medical reasons from working in his or her classification and if the employee is transferred to a Non-skilled Trades classification, then he or she shall forfeit their seniority in the Skilled Trade classification. Employees so transferred will receive the applicable classification rate for the job being performed. Notwithstanding the foregoing if such employee fully recovers and the recovery is substantiated by medical certification, he or she may then be fully reinstated back into the Skilled Trades provided mutual agreement is reached between the Company and the Union.

28:06 In the event of a reduction in the work force in the Skilled Trades classification, the following procedure shall apply with 28:02 above:

(a) All probationary employees shall be laid off first within the classifications, followed by apprentices and thereafter journeymen/journeywomen within their respective classifications in reverse order of their plant wide seniority.

(b) Such employee will then exercise his/her total company seniority for the purpose of displacing the junior employee in the classification or trade for which he/she is qualified, or shall exercise all of his/her company seniority in the general production classifications under the agreement.

Any recall shall be in the reverse order of the above.

28:07 The Company agrees to deduct the sum of one-half (1/2) hour pay per year from all employees in the Skilled Trades group as of January of each year as dues payable to the CAW Skilled Trades Council, upon receipt of individual authorization cards signed by such employees. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees shall be remitted to the Financial Secretary of the CAW, Local 1941.

28:08 The term "journeyman/woman's" as used in this Agreement shall mean any person:

- a) who presently holds a "journeyman/woman's" classification in a Skilled Trades occupation as listed in 28:01 above, or
- b) who has served a bona fide apprenticeship of four (4) years - 8000 hours and holds a certificate which substantiates his/her claim for such service, or
- c) who has eight (8) years of practical experience in the Skilled Trades classification in which he/she claims

journeyman/woman status, CAW card will be accepted as proof.

28:09 Any further employment in Skilled Trades occupations as listed in one above, after signing of this Agreement, shall be limited to journeyman/woman and apprentices.

Article 29 – Apprenticeship

29:01 If the Company decides to have an apprenticeship program the provisions of this Article 29 shall apply and in such case the parties agree to establish a Joint Apprenticeship Committee with two (2) members each from the Company and the Union. The Union members shall be from a Skilled Trades classification.

29:02 The Committee shall meet every (6) months to review the progress of the Apprentices in the Program and the Program itself to ensure compliance with the provisions of the Trades Qualifications Act.

29:03 The minimum qualifications for admission to the Apprenticeship Program shall be a Grade 12 education or its equivalent.

29:04 All employees applying for admission to the Program will be required to pass an aptitude test as approved by the Committee from time to time. Upon passing the test seniority will be the governing factor in filling the opening.

29:05 Admission to the program shall be subject to the job posting procedure.

29:06 The Committee shall have the authority to cancel the apprenticeship agreement for cause such as inability to learn, unsatisfactory work or lack of interest in the program. In the event of a disagreement between members of the Committee, the

Company shall have the authority to remove an employee from the program subject to the grievance and arbitration provisions herein.

29:07 The first five hundred (500) hours of employment for every apprentice shall be a probationary period and during this period the apprenticeship agreement with an apprentice may be cancelled by the Company.

29:08 Apprentices in each of the Trades covered shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours not less than 65% of the Journeyman's rate
2nd 1000 hours not less than 70% of the Journeyman's rate
3rd 1000 hours not less than 75% of the Journeyman's rate
4th 1000 hours not less than 80% of the Journeyman's rate
5th 1000 hours not less than 85% of the Journeyman's rate
6th 1000 hours not less than 90% of the Journeyman's rate
7th 1000 hours not less than 95% of the Journeyman's rate
8th 1000 hours not less than 95% of the Journeyman's rate

An employee with seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage (%) of the journeyman's rate is greater of the two and will continue to progressively increase as per above chart.

29:09 The Company will continue to pay apprentices the foregoing rates for time lost from their regular work schedule during the required classroom periods of instruction. In the event an apprentice does not return to the Company for at least 90 days after such period the employee shall reimburse the Company for all amounts so paid. Books and tuition will be reimbursed in accordance with company policy. In the event that no government funding is available to cover the cost of tuition, the Company will bear this cost.

29:10 Employees in one skilled trade classification will not be eligible to enter the apprenticeship program in another trade.

29:11 Apprentices who are given credit for previous work experience and related classroom instruction shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

29:12 Apprentices upon completing the required hours of training and passing any required examination will be afforded journeyman status. No certificates will be issued by the Ministry of Labour, Apprenticeship Branch unless approved by the Joint Apprenticeship Committee.

29:13 Until such time as all individual's on the Seniority List for each classification have been recalled, there will be no apprenticeship programs. Once all individuals have been recalled within a given classification, the Apprenticeship Program and the Company's requirements will be reviewed.

Article 30 – Job Posting

30.01 A seniority employee who is interested in a job posting may file an application with the Human Resources Department.

Employees may submit to the Human Resources Department a list of positions they wish to be considered for if a posting occurs during a time when they are absent from work and such list will be considered as an application if the position is posted during a time they are absent from work.

30.02 a) If a permanent job posting occurs, the Company agrees to post, for a five (5) day period (including Saturday and Sunday), any such vacancies (excluding vacancies due to leaves of absence and vacations).

b) The most senior applicant will be awarded the job, providing he has the basic qualifications and ability to fulfill the job requirements, within five (5) working days of the taking down of the posting.

c) Successful bidders will be frozen from bidding for a further job posting for a period of 6 months. A successful applicant will have the option of returning to their former classification within 10 working days. In the event this does occur any employee moved as a result of the original posting will be returned to their last position. The Company will then award the job to the most qualified applicant to the original posting. The Company will advise the Plant Chairperson of the names of the applicants.

d) Applicants will be required to pass a test for the Set-up Die Casting and Quality Auditors positions. The senior applicant passing the test will be awarded the position.

e) Openings in the Secondary Operator classification need not be posted. Employees wishing to transfer to these classifications shall sign a Job Preference form and openings will be filled on the basis of seniority.

30:03 An employee performing work in a classification other than that scheduled by the Company will be paid as following;

- hours worked in a job classification with a higher rate of pay than scheduled will receive the higher wage for the hours worked in this classification hours worked in a job classification with a lower rate of pay than scheduled will receive the higher wage for all hours worked. If an employee works more than 20 hours in a given week at the higher Job Classification he/she will receive the higher wage for the entire week.

Full time (40 hours/week) temporary transfer will be for a maximum of twenty (20) working days. The time limit may be extended by mutual agreement of the Company and the Union.

30.04 Any work performed as described in 30:03 will be offered to qualified employees on a seniority basis. Temporary vacancies expected to be twenty (20) working days or longer will be posted and awarded as provided for in this article.

The expected length of the vacancy shall be included in the posting if known and upon the conclusion of the temporary placement the employee shall return to his/her former classification.

Article 31 – Paid Education Leave

31:01 The Company agrees to pay into a special fund three (3) cents per hour for all compensated hours, excluding overtime, per employee, for the purpose of providing educational leave. The purpose of the Paid Educational Leave will be to upgrade the members in all aspects of handling their Union functions in respect to member/employee relations including social services rendered to members (Workers' Compensation, E.I., C.P.P.).

Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW, and sent by the Company to:

CAW Leadership Training Fund
CAW-TCA Canada
205 Placer Court
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend the recognized Union educational courses, will be granted a leave of absence without pay.

Seniority will continue to accrue during any such absence.

Article 32 – Limitation of Work

32.01 Employees not covered by the scope of this Agreement shall not perform work which is normally performed by employees covered by this Agreement except in cases of emergencies, instruction, tool proving, and production difficulties. Such practice is not intended to abuse or use the language to displace or replace bargaining unit members

32.02 a) The Company may continue its current practice of sub-contracting or contracting out work provided that no seniority employee shall be laid off from his classification as a direct result thereof.

32.02 b) In order to effectively manage the business, it is necessary for the Company to decide how, and by who, any work is to be performed, and this article is not to be regarded as affecting that right. However, it is the intent of the Company, provided it has the necessary facilities and equipment and can perform the work required with its' employees, within required time limits, without affecting quality, to keep such work within the bargaining unit.

If there are employees on lay-off or individuals awaiting recall and there is available work the Company will first offer the work to the aforementioned people in accordance with Article 11. If the available work is of less than 2 weeks duration Article 10 shall not apply and the individual must be available to work per the company's requirements even if needed immediately. In addition, for work planned to be less that 2 weeks in duration the individual will not receive any benefits as outlined in Article 25. Should the work extend past 2 weeks, the individual will receive benefits commencing the 3rd week.

32:03 The Company and the Union Plant Chairperson or his designate shall meet by Wednesday of any week in which the Company is contemplating contracting out of Bargaining Unit work in order to discuss viable alternatives of having employees perform that work. This meeting must be held each week or it is deemed that there will be no contracting out during this weekly period except for work of an emergency nature.

Article 33 – Miscellaneous

Employee Upgrading

In the event the Company introduces technological changes and such changes effect jobs held by bargaining unit employees, such employees will be offered training, as may be required, to enable the employee to fill such openings. It is further agreed; the employees in the skilled groups (i.e. Mouldmaker) will also upgrade their skill inventory, with Company assistance where necessary to maintain their understanding of technological changes within their area of responsibility as well as keeping updated to the requirements of that specific skilled group.

Tool Replacement

Employees in classifications where there is a requirement to supply tools will have such tools replaced by the Company if necessary (the employee must try to exhaust the tool warranty first), provided they are quality tools (tools with lifetime warranties eg. Proto, Mastercraft, Snap-On, etc...) with the same brand name when these tools are broken or worn out through normal use upon presentation of the tool to the Company.

The Company agrees to reimburse skilled trade, set-up, furnace repair, die maintenance and waste treatment employees up to two hundred dollars (\$200.00) annually for the purchase of new tools effective August 1, 2004.

Severance

The Union agrees that any severance obligations of the new employer shall be calculated based solely on years of employment with the new employer.

Article 34 – Heat Relief

The formula for arriving at the required temperature and humidity to provide heat relief is as follows:

When 1/5 of the humidity, plus the temperature is equal to 102 degrees Fahrenheit or more, the Company will provide heat relief in the amount of ten (10) minutes per hour. No heat relief shall be provided during the first hour of any shift.

$$\begin{array}{rcl} \text{Eg. Humidity 70\% (1/5 of 70)} & = & 14 \\ \text{Temperature 88} & = & 88 \\ & & \hline & & 102 \end{array}$$

In order to provide a reasonable process for the taking of temperature and humidity readings, the following has been established:

- 1) Die cast machines number 1,2 and 3 will have the readings taken at #3 trim.
- 2) Die cast machines number 4 to 13 will have the readings taken at #6 die cast machine.
- 3) Die cast machines number 14 to 23 will have readings taken at #17 trim.

If the readings in areas 1-3 above are 102 humidex or higher the employees in those specific areas will receive heat relief breaks.

If machines in these specific areas are not running, a new location will have to be mutually agreed upon. In the event of renovations or additions, movement or placement of the existing or new equipment shall be mutually agreed upon.

A union steward will be present at the time of such readings which will be posted.

Article 35 – Clarification

In the event amendments to the Employment Standards Act or its Regulations as they were on June 5, 1995, that have the effect of reducing benefits or conditions of employment, the provisions of the Collective Agreement shall prevail. Conversely, in the event that amendments are made to the Act or Regulations after ratification that mandate a higher level of benefits or conditions of employment, then those amendments, where changed, shall prevail.

The parties agree the above will be subject to the grievance procedure of the Collective Agreement up to and including arbitration. In addition, the Union reserves the right to proceed through the legal mechanisms offered under the Employment Standards Act and its Regulations.

Article 36 – Job Classifications

The parties agree that the number of classifications contained in Appendix A may be reduced by agreement of the Parties. The parties agree further that employees may be assigned to perform work of more than one classification. However, non skilled employees shall not be assigned to perform skilled trades duties. The assignment of employees to specific classifications shall be as mandated by the make up of the workday and the nature of work to be performed as well as volume. The parties agree to work co-operatively to address issues surrounding the need and timing of populating of additional classifications.

1. General
- 2 Material Handler
- 3 Secondary Operator
- 4 Stockroom
- 5 Shipper/Receiver
Metal Handler
Maintenance Lubricator
- 6 Cell Operator
Waste Treatment
- 7 Set-up Die Casting
- 9 Quality Auditor
- 10 Furnace Repair

- 11 Millwright
Electrician
Mouldmaker

Article 37 – Duration and Termination

37:01 This Agreement shall commence on October 27, 2008 and continue in effect until the 1st day of August , 2010, and unless either party gives notice in writing to the other party, according to the terms of this Agreement, that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect until the 1st day of August, 2011, and so on from year to year thereafter.

37:02 Notice that amendments are required, or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this Agreement or such other periods as may be mutually agreed upon.

37:03 The parties hereto agree to meet for the purpose of negotiations within ten (10) days after giving of such notice, and if, as a result of such negotiations the parties fail to negotiate a new Agreement or modification of the present Agreement, this Agreement shall continue in effect until a new Agreement is executed or the conciliation proceedings under the Ontario Labour Relations Act are concluded, whichever shall occur first.

For The Company

Stan Marchalewicz

For The Union

Mike Ouellette

Bob Sterling

Sean O'Donnell

Richard Laverty

Appendix A – Wage Schedule

1.	General Labourer	\$16.42
2.	Material Handler	\$16.50
3.	Secondary Operator	\$16.87
4.	Stockroom	\$17.10
5.	Shipper/Receiver	
	Metal Handler	
	Maintenance Lubricator	\$17.75
6.	Cell Operator	
	Waste Treatment	\$18.25
7.	Set-up Die Casting	\$18.44
9.	Quality Auditor	\$18.25
10.	Furnace Repair	\$ 20.16
11.	Millwright	
	Electrician	
	Mouldmaker	\$23.00

Notwithstanding the rates provided for above, the company may, throughout the first year of the operation of this collective agreement, withhold from the wages of each employee the amount of \$0.75 per hour worked (whether at straight time or overtime). Any amount so withheld is to be repaid to each employee remaining in the employ of the company on or after the 27th of October, 2009, provided the company has sufficient earnings (before interest, taxes and depreciation and amortization) to make such payment, or otherwise, if possible, to make such payment on a pro rata basis, or over a period of time. Questions relating to claims for payment under this provision may, if not resolved by the parties, be referred to the arbitrator of this agreement, who may take into account, inter alia, any changes in compensation to employees other than those in the bargaining unit.

NOTES

NOTE 1 Probationary rates will be two (2) dollars per hour below the job rate shown. The employee will receive a fifty(50) cent increase at the end of the first six months and seventy-five (75) cents each six months hereafter until the basic wage in Appendix 'A' is achieved. This article applies to classifications one (1) to ten (10).

NOTE 2 Leadhands, if and when appointed by Management, are to be paid fifty (50) cents per hour above their classification rate.

NOTE 3 Students employed during the school vacation period will receive \$13.00 per hour during the life of this agreement. Students are required to pay union dues.

NOTE 4 Employees in the maintenance electrical classification possessing an electronic technician status shall be eligible for an additional twenty (20) cents per hour.

NOTE 5 The Company shall arrange and pay for the printing of the Agreement and will provide the plant chairperson with copies as required. The chairperson will distribute the books to the members.

NOTE 6 The Company will pay for all time lost for Officers of the Local 1941, approved in accordance with the provisions of this Collective Agreement, and shall bill Local 1941 for such time lost on a monthly basis for Union Business and said bill will be paid within 60 days thereafter.

Letter of Understanding Regarding Vacation Year June 1, 2009 – May 31, 2010

The employer agrees to recognize the additional entitlement beyond four weeks that employees had accrued in 2008, to be utilized in the 2009 vacation year.

For the 2009 vacation year employees would be allowed to exhaust any entitlement beyond four weeks, unpaid, provided they booked the time in one week increments and such bookings did not pose any operational challenges.

The gratuitous recognition of the additional weeks of vacation would apply to the 2009 vacation year only.

Letter of Understanding Regarding Plant Closure

In the event that the Company makes the decision to close the plant for any reason the following provisions with respect to the closure and related issues are agreed to between the Company and the Union:

1. The Union acknowledges the Company's right to make the decision to close and abandon the plant and to remove equipment from the plant as required by the Company. The Union further acknowledges that a decision to close the plant is entirely the Company's. The Company for its part, agrees to adhere to the terms of any such closure set out in this Letter of Understanding Regarding Plant Closure.
2. In the event the Company decides to close the plant, the Company agrees that it will notify the National Union at least two (2) months prior to the cessation of operations or as required by the Employment Standard Act 2000 (the Act).
3. In addition, the Company will provide whatever other notice of closure may be required in accordance with the Act.
4. Following such notification the Company agrees that the Union shall have the right to discuss and explore with the Company possible means of averting the closure. In the event that attempts to avert the closure are not successful the Company agrees that the Company and the Union will meet to discuss the manner in which such closure shall be carried out including the timetable of such closure, the manning requirements required prior to such closure, and other issues as may be required to insure that the closure takes place in an orderly fashion.
5. In consideration of such mutual cooperation, the Company agrees to provide severance payments to all employees on the active seniority list on the date of closure with a severance payment equal to the regular wages for a regular work week of such

employee multiplied by the number of months of employment the employee has completed with the Company on such date, divided by twelve (12), to a maximum of twenty six (26) weeks. It is understood that such payment is not in addition to any severance payment the employee may be entitled to under the Act. It is further understood that the months of employment for purposes of this calculation shall be only months of employment with the Company and not employment with any predecessor entity.

6. In addition to such severance payment such employee shall be provided full benefit coverage for eligible employees for two (2) months following the date of closure so long as such employee does not elect to leave prior to the termination date set for such employee by the Company.

7. The Company agrees that in the event it should re-open the Wallaceburg facility at any time within three (3) years of the date of closure, but not thereafter, employees to whom severance payments are made shall be eligible for recall rights to the facility as set out in the collective agreement in place at the time of closure.

8. The Company and the Union agree that employees who have five (5) or more years of completed employment as of the effective date of termination as set out in their notice of termination given pursuant to the provisions of the Act may, pursuant to s. 63(1)(e) and 63(3) of the Act, resign and yet retain their right to severance provided they give the Company at least two (2) weeks notice of the effective date of their resignation. It is understood that in such case such employees shall have their severance pay calculated pursuant to the provisions of the Act, and further that they shall not be eligible for benefit continuation beyond the effective date of their resignation. Employees who have less than five (5) years completed employment as of the date of the termination set out in their notice shall lose the right to severance payments under this Letter of Understanding Regarding Plant Closure if they resign, and that resignation is effective before such date of termination, unless the Company has consented to such earlier effective date of

resignation.

9. It is agreed that severance pay due to employees as set out herein shall be paid out in a lump sum within two weeks following the date of closure unless otherwise agreed between the Company and the Union.

10. Any disputes regarding the provisions of this Letter of Understanding # 3 may be resolved using the grievance procedure as set out in the collective agreement effective as at the date of closure.