

This Agreement is entered into this first day of June 2006

between

RIETER AUTOMOTIVE MASTICO,LTD., the party of the first part, (hereinafter called the 'Company')

and

NATIONAL AUTOMOBILE AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW -Canada), and its Local 1859 (hereinafter called the 'Union')

Article 1. PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions of employment, hours of work, wages and all other conditions of employment, for all employees who are subject to the provisions of this Agreement.

Article 2. SCOPE AND RECOGNITION

2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company at its Tillsonburg Plants save and except supervisor, all persons above the ranks of supervisor, office and sales staff, security guards, students and probationary employees except as provided in Article 3.02.

2.02 It is agreed by the parties that all seniority employees shall sign a union membership card and shall remain members of the Union as a condition of employment. The Company agrees to give to each seniority employee a copy of the Collective Agreement.

2.03 It is also agreed by the parties that all present probationary and seniority employees of the Company shall pay union dues and initiation fees as a condition of employment. All probationary employees shall also, as a condition of employment, have deducted once a month from their pay, the monthly union dues and shall, at the completion of the probationary period, have deducted from their pay the union initiation fee, which will be checked off by the Company.

2.04 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 Bylaws or Constitution of the National Union shall govern.

2.05 The Company agrees to forward to the Financial Secretary of Local 1859 by cheque each month, not later than ten (10) working days following completion of the first full week of the month from which deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and those who were not checked off.

2.06 The Financial Secretary of the Local Union will notify the Company, no later than two (2) weeks in advance, of any change in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.

2.07 The Union, except as provided in Articles 2 and 7 will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the General Manager or designate, except in the case of Committee persons or Stewards handling or investigating a grievance as provided for in this Agreement.

Article 3. MANAGEMENT RIGHTS

3.01 The Union recognizes the exclusive right of the Company to hire, promote, transfer, demote and lay off employees, and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

3.02 During a person's probationary time period of employment, the Company reserves the right to terminate that person providing such action is not exercised in a manner that is arbitrary or in bad faith. Probationary employees will be offered Union representation at any termination meeting if he/she desires.

3.03 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, process and means of manufacturing and the right to retire employees at age sixty-five (65). The Company agrees that these rights will not be exercised so as to violate the terms and provisions of this Agreement.

3.04 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. Prior to implementing new rules and regulations or altering existing rules and regulations, the Company will discuss such with the Union.

3.05 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any plant rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for penalty or discharge of any employee, subject to the right of the employee to lodge a grievance that he/she has been unjustly penalized and/or that the penalty was excessive.

3.06

- (a)** Any disciplinary action taken and noted in an employee's record, excepting attendance and tardiness, will be removed from the employee's record eighteen (18) months from the date of the disciplinary notation provided that the employee commits no further disciplinary offence(s) in the eighteen (18) month period.
- (b)** When an employee is summoned to a disciplinary meeting, he/she will have Union representation.
- (c)** Any disciplinary action must be issued within ten (10) working days of the company becoming aware of the occurrence. The Company may request an extension of the time limit through the Unit Chairperson and or the designate. Failing to discipline within the time limit shall render the discipline null and void.

Article 4. CONTRACTING OUT

4.01 The Company will advise the plant chairperson, why and when production work (i.e. producing or supporting the production of parts and janitorial, excluding maintenance) which is normally performed by the production employees, is being contracted out and, at the Union's request, the Company will consider suggestions by the Union to do the work in-house. A meeting will be convened within five (5) working days of the Company's notification for the purpose of reviewing the Union's suggestions. Where the Union's suggestions are unacceptable, the Company will meet with CAW National.

Article 5. NEW EQUIPMENT AND PROCESSES

5.01 Within six (6) months of the beginning of operating new equipment/process(es) or prior to substantially changing an existing job through new equipment, new processes, or new technology, the parties shall meet to discuss the appropriateness of new classification(s) and hourly rate(s). The Company will provide the Union with information on any new jobs.

5.02 The Company and the Union Committee will meet within thirty (30) days of the implementation of the processes and/or technology referred to in Article 5.01. The purpose of this meeting shall be to assess such implementation including possible changes to hourly classifications and/or job rates.

5.03 The Company shall consult with the Union and provide the affected employees with training where applicable.

Article 6. NO DISCRIMINATION

6.01 The Company and the Union agree that no employee shall in any manner be discriminated against or harassed, coerced, restrained or influenced because of age, race, sex, religious affiliation, national origin, political affiliation, marital status, family status, disability, sexual orientation as are defined by the Human Rights Code of Ontario, membership in any labour organization, or by reason of an activity in any labour organization.

6.02 The Company and the Union recognize that sexual harassment is unlawful and in violation of the Ontario Human Rights Code, which defines it as a course of vexatious comments or conduct or sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome. The Company and the Union are committed to ensuring that no employee of the Company is sexually harassed by any person in the course of his/her work.

Article 7. UNION COMMITTEE AND COMMITTEE PERSONS

7.01 For the purpose of administering this Agreement, the Company acknowledges the right of the Union to appoint or otherwise select from the local Union membership:

- (a)** A Shop Committee of not more than three (3) members, one (1) of whom will be Chairperson.
- (b)** Two (2) Stewards for the afternoon ("C") shift and one (1) Steward for the midnight ("A") shift and one (1) Steward for the day ("B") shift.

7.02 Shop Committee persons and the Health & Safety Co-chair will remain on the day shift during their term of office, provided there is work available that they are qualified to perform.

7.03 The Company will recognize and bargain with the Shop Committee on any matter properly arising during the continuance of the Agreement. To be eligible for membership on the Shop Committee, an employee must have at least six (6) months seniority.

7.04 An employee will be entitled to representation by a Steward. To be eligible to become a Steward an employee must have at least six (6) months seniority. It is understood that a Steward is not a member of the Shop Committee and that his/her stewardship ceases when the off-shift is terminated or if there is no work that he/she is qualified to perform.

7.05 Subject to the other provisions of this Agreement, it is understood that a Steward will not be temporarily transferred by the Company to an alternate shift as long as there is work on their shift that they can perform.

7.06 (i) During regular working hours, each steward will be allowed, if necessary, up to one (1) hour per shift, at straight time wages, to attend to Union business within the plant (exclusive of the weekly meeting referred to in Article 7.12). The Steward will be released to attend to Union business upon thirty (30) minutes notice to his/her Supervisor. The daily one (1) hour will not be cumulative or transferable.

(ii)(a) During regular working hours, each member of the Shop Committee, excepting the Plant Chair, will be allowed, if necessary, up to ten (10) hours per week, at straight time wages, to attend to Union business within the plant. Committee persons will be released from their jobs to attend to Union business upon thirty (30) minutes notice to his/her Supervisor.

(b) During regular working hours, the Plant Chairperson will be allowed, if necessary, up to twenty (20) hours per week, at straight time wages, to attend to Union business within the plant. The Plant Chairperson will be released from his/her job upon thirty (30) minutes notice to his/her Supervisor.

(iii) For purposes of this Article, Union business shall be defined as the prompt investigation and processing of grievances and complaints, attendance at meetings with the Company eg. grievance meetings, (excluding Step 4 grievance meetings and the monthly Union-Management meeting) and such other joint meetings as may be convened.

(iv) When the Supervisor of a Steward, Committee person or the Plant Chairperson is advised of the need to leave on Union business as set forth in this Article, the Supervisor shall notify the Supervisor of any other department involved. Committee persons or Stewards shall have access to all plant departments, while on Union business provided this does not interfere with production.

7.07 In the event that a union Steward or Shop Committee person is required to assist in the grievance process or attend a meeting with the Company outside of his/her regular working hours and has acquired the necessary approval, then the person will be paid overtime rates.

7.08 During regular working hours, the Company will allow a plant Union WSIB Representative a reasonable amount of time from his/her regular job to investigate WSIB matters within the plant. It is recognized that, before leaving his/her regular job, the person will first request permission from his/her supervisor and the supervisor of any other department involved.

7.09 The Union agrees to supply the Company with the names of Committee persons, Stewards and alternates and to keep such lists up to date at all times.

7.10 The Shop Committee and the Company Management representatives shall schedule meetings weekly and at a minimum meet monthly on a mutually agreeable

day. The Human Resources Department will post minutes of Union-Management meetings within one (1) week of the meeting. Minutes shall be presented to the Chairperson for review (1) day prior to posting.

7.11 The Company recognizes that employees representing the Union in the day to day affairs will not be harassed and the employees mentioned will similarly recognize that they are to conduct themselves in a manner which is appropriate to their office.

7.12 The Company will allow the Shop Committee to meet one hour per week, as required, at a mutually agreed upon time between the parties to discuss in-plant issues. The Company will allow the Shop Committee and the Stewards from all shifts to meet, if required, for one (1) hour prior to the monthly Union Management Meeting to discuss in-plant issues. It is recognized that those Union representatives who attend on their off shift, will receive one (1) hour of overtime pay.

7.13 The Company agrees to allow the Union Chairperson or his alternate time during the normal orientation period to be introduced to and address new employees in private. The parties agree that the purpose of this process is to be a vehicle for introducing the Union to such employees and to show joint Company-Union goodwill. The Company will pay a representative of the Shop Committee his/her regular wages or overtime as may be appropriate for attendance at such orientation meetings.

7.14 The Company will provide the union committee an appropriate, secured office supplied with a computer with its own Internet access, telephone, photocopier/fax machine and office furniture.

Article 8. GRIEVANCE PROCEDURE

8.01

- (a)** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- (b)** No grievance shall be considered
 - (i)** which usurps the function of the Management, defined in the Management Rights clause, or
 - (ii)** where the circumstances giving rise to it occurred or originated more than seven (7) full working days prior to filing of the grievance, or from the date the employee or the Union should have first become aware of its occurrence.

8.02 Step 1- Any employee having a complaint or alleged grievance shall take the matter up with the appropriate supervisor. In the event that the appropriate supervisor is on an off-shift, the employee shall have the option, first, of contacting his/her immediate

supervisor, or the Human Resources Dept. which in turn will contact the supervisor to promptly arrange a meeting within twenty-four (24) hours. The employee may be accompanied to any such meeting, if he/she so chooses, by his/her union representative. The supervisor shall provide an answer within forty-eight (48) hours. Copies of all monetary settlements will be forwarded to the Union.

8.03 Step 2 - Failing a satisfactory resolution at Step 1, the grievance may be put in writing by a steward or committee person and submitted by the Union representative to the appropriate supervisor within forty-eight (48) hours of the supervisor's answer in Article 8.02. The supervisor shall deliver a reply in writing within forty-eight (48) hours. The supervisor shall return the grievance to the Union representative who submitted it.

8.04 Step 3 - Failing a satisfactory resolution at Step 2, the grievance will be referred the Human resources manager, or alternate, within five (5) full working days following the written decision of the supervisor. The Human resources manager will arrange a meeting within five (5) working days with the steward involved and the Chairperson, or their designated alternate, to deal with the appeal. The employee may attend at the discretion of the employee. The Human resources manager will render a decision in writing not more than five (5) full working days following the day the appeal was heard.

8.05 Step 4 - Failing a satisfactory resolution at Step 3, the grievance shall be referred to the Company within five (5) full working days following the decision at Step 3. A meeting between the Company, Shop Committee and the National Representative, will be arranged on a mutually agreed day. If it is a skilled trade issue then the Union may request the assistance of a skilled trade representative at such meeting. The grievor may attend this meeting. The Company shall give its decision in writing within ten (10) regular working days following the meeting and, if the decision is unsatisfactory, the grievance may be submitted to arbitration as provided for in this Agreement at any time within thirty (30) regular working days thereafter but no later.

8.06 Suspension or Discharge –

- (a) The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of a seniority employee. The grievance may be lodged in writing through the Chairperson of the committee at Step 4, within three (3) working days after the suspension or discharge occurred. If the decision of the Company is not satisfactory to the Union, the matter may then proceed to arbitration as provided for in this Agreement.
- (b) When a seniority employee or probationary employee is to be discharged or suspended while at work, he/she shall be notified in writing in the presence of their Bargaining Committee and will be allowed to be interviewed by his/her Committee person or Steward in private for not more than thirty (30) minutes for suspensions and sixty(60) minutes for terminations before leaving the premises.

When in the opinion of the company disciplinary action is in order, it will be administered in a timely fashion. Before administering disciplinary action, however, time should be taken to conduct a proper and thorough investigation.

- (c) To the extent permitted by Article 3.02, a probationary employee may grieve his/her termination.

8.07 In the event that any grievance is resolved or withdrawn by the Union and is subsequently appealed through the appeals procedure established by the CAW constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Company, however, will not be responsible for any monetary liability beyond any amount that would have been incurred had the grievance been processed under the normal procedure.

8.08 The Company and Union agree that once each year each seniority employee may request permission to review his/her personal disciplinary file by completing a request form supplied by the Company. It is agreed and understood that the review will be scheduled by the Human Resources Department during the hours 8:30 am to 4:30 pm Monday through Friday. Contents in the file cannot be copied or removed during such review. Furthermore, each review will take place in the presence of a member of the Human Resources Department. A Union representative may attend the review at the request of the employee.

Article 9. ARBITRATION

9.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above and which has not been settled, will be referred to arbitration at the request of either of the parties hereto.

9.02 If the Company and the Union fail to select an arbitrator within twenty (20) regular working days after the submission of the grievance to arbitration as set forth in Article 8.05 Step 4, then the Minister of Labour for the province of Ontario shall designate as arbitrator a qualified arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

- (a) It is understood that both parties shall share the expenses, if any, of the arbitrator.
- (b) No person shall serve as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

9.03 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, nor to submit any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator,

however, in respect to a grievance involving a penalty, shall be entitled to modify such penalty as, in the opinion of the arbitrator, is just and equitable.

9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations and to confer with the necessary witnesses.

Article 10. POLICY GRIEVANCE

10.01

- (a)** A policy grievance is defined and limited to one which alleges:
 - (i)** Incorrect interpretation or administration of the Agreement which may affect the collective interest of the bargaining unit.
 - (ii)** Other action which may affect the collective interest of the bargaining unit.
 - (iii)** A breach of an existing policy of the Company concerning benefits or rights established under the Collective Agreement.
 - (iv)** It is the intention of the parties that the procedure provided under this Article 10 shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and that it shall not be used to by-pass the regular grievance procedure.
- (b)** The Union will provide a written description of a policy grievance to the Human Resources Manager. The Human Resources Manager will hold a meeting with the Union Committee to discuss the matter and attempt to achieve a resolution. This meeting will take place within five (5) working days of the time of the submission of the written description. The Human Resources Manager will forward a written response to the Union within two (2) working days of the meeting.

Failing resolution, the policy grievance will be reduced to writing and submitted at Step 4 of the grievance procedure within five (5) working days.

Article 11. GRIEVANCE AND ARBITRATION TIME LIMITS

11.01 The term "working days" when used in this Agreement for grievance procedure shall exclude Saturdays, Sundays, and Holidays as defined herein and the Grievor's vacation. Throughout all the steps of the grievance procedure, the time limits shall apply equally to the Union and the Company, but can be extended by mutual agreement in writing.

Article 12. SENIORITY

12.01 Fundamental rules respecting seniority are designed to give employees an equitable measure of security based upon length of continuous service with the Company.

12.02 Seniority will be recognized on a plant-wide basis subject to the provisions of Article 14 - Lay Off.

12.03

- (a)** Effective with the ratification of this Collective Agreement, employees hired by the Company shall be considered as probationary employees for the first sixty (60) working days of their employment. (A working day is defined as four (4) hours or more). After employees have finished the probationary period, they shall become seniority employees and their names will be entered on the seniority list upon the sixty-first (61st) working day of their employment.
- (b)** Probationary employees shall be subject to the same hours and conditions of work and overtime payments as seniority employees and shall receive wages as outlined in Article 27 and in the starting schedules for the applicable time period. Probationary employees become eligible to join the various benefit plans only after successfully completing the probationary period.
- (c)** Students may be employed from May 1 to September 15. On September 15th, the student may indicate his/her intention to continue working in a letter to the Company and the Union. In such case, all time previously worked shall be counted toward the attainment of seniority, that is after sixty (60) working days. Retroactive Union dues will be deducted from their pay cheques. Students shall be eligible for overtime after seniority and probationary employees.

12.04 A seniority list, including seniority and probationary employees, shall be updated and posted monthly. A copy of such lists shall be forwarded to the Local Union. The

copy to the Union shall also include the address and phone number of such employees. The Company agrees to correct any errors in the seniority lists whenever there is proof of error.

12.05 The appointment or selection of employees for supervisory positions or for any position not subject to the provisions of this Agreement, is not covered by this Agreement, but if any employee on a seniority list is so transferred or appointed and later transferred back to a position which is governed by this Agreement, then the seniority which he/she had shall be accredited to his /her seniority standing, provided he/she returns to the bargaining unit within three (3) months.

12.06 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be first to be demoted or transferred. Providing in either case that the employee or employees involved possess the necessary skill and ability and meet the criteria as per L.O.U. regarding testing and meet provincial licensing requirements.

12.07 In the case of two (2) or more Union employees having the same seniority date, their seniority standing for seniority purposes shall be determined by lot (draw).

Article 13. CAUSES FOR LOSS OF SENIORITY, GROUNDS FOR TERMINATION

13.01 Seniority rights shall cease for any of the following reasons:

- (a) If an employee quits his employment.
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.
- (c) If the employee is absent from work five (5) working days without notifying the Company.
- (d) If an employee is laid off for a period equal to his/her current period of consecutive employment with the Company, but in no event to be less than twelve (12) months or more than thirty-six (36) months.
- (e) If an employee fails to return to work upon the expiration of an authorized leave of absence unless excused for reasonable cause. (In the event that the Company decides to extend an employee's existing leave of absence, a written notice of the extension shall be forwarded to the Union.)
- (f) If an employee on lay-off fails to indicate his/her intention to return to work after notification by the Company to do so, within three (3) working days and fails to actually return within five (5) working days after notification by the Company to do so. Such notification by the Company shall be registered letter to his/her last address on the

records of the Company. A copy of such letter will be forwarded to the Union.

Article 14. LAY-OFF

14.01 Layoff of Less than One Shift

In the event of a lack of work in the cell or department, the following procedure will apply:

- (a)** The Company may ask for volunteers for layoff from the affected employees. Such volunteers may be laid off.
- (b)** Those affected employees from the cell or department not voluntarily laid-off may be assigned to such other available work as the Company may identify or displace the most junior employee plant-wide, provided the remaining employees have the qualifications, skill and ability.

14.02 Temporary Lay-off (Layoff of one shift or more and less than 30 working days)

In the event of a temporary lack of work in the cell or department, the following procedure will apply:

(i) Prior to layoff the company will post a notice indicating the expected duration of the layoff. The Company may ask for volunteers for lay off from the affected employees. Such volunteers may be laid off.

(i)(a) For lay-offs of 5 days or more, the senior affected employee will have the choice of exercising his/her seniority by displacing the most junior employee on the off shift in the same cell then in their department or proceed with paragraph (ii) below.

(ii) Senior affected employees will displace the most junior employees, first in their grade within their department, second within their department on the same shift.

(iii) Failing (ii) Senior affected employees will displace the most junior employees on the same shift per (vi) below.

(iv) Failing (iii) Senior affected employees will displace the most junior employees, first in their grade within their department, second within their department on the off shift of their choice.

(v) Failing (iv) Senior affected employees will displace the most junior employees in the plant on their choice of off shift, per (vi).

(vi) For layoff purposes senior affected employees will be placed in order as follows:

first in grade 5, then in grade 4, then in grade 3, then in grade 2, then in grade 1. Any new jobs will be added to this list by mutual agreement by the Union and Company within twenty (20) days of the implementation of the job.

(vii) Senior affected employees must possess the qualifications, skill and ability to displace a more junior employee pursuant to the provisions of Article 14.02.

(viii) All employees laid off pursuant to the provisions of Article 14.02 shall be available to be immediately recalled to work at any time pursuant to the call in provisions of Article 15.04, unless, prior to commencing the lay-off, such employees signify in writing, to the Company, any period(s) of their unavailability.

14.03 Permanent Lay-off (Lay-off of 30 working days or more)

In the event of a temporary lack of work in the cell or department, the following procedure will apply:

(i) Prior to layoff the company will post a notice indicating the expected duration of the layoff. The Company may ask for volunteers for lay off from the affected employees. Such volunteers may be laid off.

(i)(a) For lay-offs of 30 days or more, the senior affected employee will have the choice of exercising his/her seniority by displacing the most junior employee on the off shift in the same cell then in their department or proceed with paragraph (ii) below.

(ii) Senior affected employees will displace the most junior employees, first in their grade within their department, second within their department on the same shift.

(iii) Failing (ii) Senior affected employees will displace the most junior employees on the same shift per (vi) below.

(iv) Failing (iii) Senior affected employees will displace the most junior employees, first in their grade within their department, second within their department on the off shift of their choice.

(v) Failing (iv) Senior affected employees will displace the most junior employees in the plant on their choice of off shift, per (vi).

(vi) For layoff purposes senior affected employees will be placed in order as follows: first in grade 5, then in grade 4, then in grade 3, then in grade 2, then in grade 1. Any new jobs will be added to this list by mutual agreement by the Union and Company within twenty (20) days of the implementation of the job.

(vii) Senior affected employees who elect to be retained on the basis of seniority must possess the qualifications, skill and ability to do the work available within a

reasonable period of time, which will be ten (10) days under normal supervision as long as it does not curtail production. An employee who has tried and is not capable, shall be laid-off and no employee then assigned shall have any claim to retroactive pay.

(viii) The provisions of Article 13.01(f) shall only apply to those employees laid –off pursuant to Article 14.03

14.04 Employees who are displaced from their current posted cell as a result of this Article will be returned to their job in accordance with their seniority and the availability of work commencing on a five (5) working days basis providing the return is no later than twelve (12) months. When practical the Company may return the displaced employee to their cell on a full shift basis.

14.05 In the situation where an employee, who bumped another employee out of a job under this Article, posts to another department, cell or ceases employment within a twelve (12) month period from the date of the displacement, then the “bumped” employee will be transferred back to his/her department or cell providing the “bumped” employee has not posted into another department or cell.

Article 15. RECALL

15.01 Employees will be recalled from lay-off, in order of highest seniority as long as you have the ability to do the work available within a reasonable period of time, which will be ten (10) days under normal supervision, as long as it does not curtail production. Employees who try and are not capable, will be laid off and no employee then assigned to such work shall have any claim to retroactive pay.

15.02 The employee is responsible for notifying the Company of any changes in address or telephone number as soon as possible after such changes take place.

15.03 Members of the Shop Committee (3) and the Certified Health and Safety Representative (1) will be retained in the employ of the Company during their respective terms of office so long as work is available.

15.04 Employees on layoff will be offered work, as it becomes available, in seniority order. The Company will attempt to contact the number of required employees once per shift as work becomes available. It is the responsibility of each employee on layoff to be available for recall during these times, and the company will call whenever possible during these hours: 9:30pm to 12:am; 5am to 8am; 2pm to 4pm

Article 16. TEMPORARY TRANSFERS AND VOLUNTARY TRANSFERS

16.01 The purpose of this article is to provide a mechanism to fill temporary openings.

16.02 For purposes of this article, a temporary transfer will be defined as an involuntary movement of a posted person from his/her regular job to the temporary opening.

16.03 In a two or three shift operation, when a temporary opening is created of five (5) or more working days and less than (30) working days, the senior employees in the same grade and cell on the off shifts will be eligible for the opportunity to be transferred. In the event such senior employee accepts the opportunity, the resulting opening for a grade 3 job will be filled in accordance with 16.04 procedures. For a grade 4 or 5 opening, the temporary transfer will be filled in accordance with 15.01.

16.04 For any temporary transfer in a 3 grade, the Company will ask the senior qualified, first in the cell from a lower grade down to the *junior* qualified, and second from the department from a lower grade, and down to the *junior* qualified. The *junior* qualified employee will be *displaced*.

16.05 It is understood that no one temporary transfer will last longer than thirty (30) working days without the mutual consent of the Company and the Union.

16.06 Temporary or *voluntary* transfers will not be used to circumvent the job posting procedure.

16.07 In the event that an opening is created that is anticipated to last in excess of thirty (30) working days, it will be filled in accordance with the interim job posting as set forth in Article 17.

16.08 Any employee who, for the convenience of the Company, is temporarily transferred shall be paid at the higher rate of pay for hours worked in such temporary transfer.

16.09 Any employee, who, for the convenience and benefit of the employee, is voluntarily transferred to another job, shall be paid according to pay rate of the job they voluntarily transferred to.

- (a)** If the rate of pay in the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive the lower rate paid in the job to which he/she is transferred.
- (b)** If the rate of pay in the job to which he/she is transferred is higher than the employee's regular pay, he/she will receive the higher rate of pay for consecutive hours worked from the time of transfer, provided he/she is still transferred to the higher rated job the following day. If the employee is transferred at the beginning of his/her shift, he/she will receive the higher rate of pay for consecutive hours worked from that time.

Article 17. JOB POSTINGS

17.01

- (a)** Whenever new jobs or vacancies occur within the cell, notices of such vacancies with the general information, the pay rate, the cell, the department, and the shift shall be posted on the plant bulletin board for a period of three (3) regular working days. Any employee wishing to apply shall do so on a form supplied by the Company within the said three (3) regular working days, and the decision to fill such vacancy shall be made in favour of the applicant having the greatest seniority, except where provincial licensing applies or skill trade certificates are required and or subject to the provisions of the Letter of Understanding regarding the Testing applies.
- (b)** The successful applicant will be notified within three (3) working days after the posting comes down. The Company shall provide the Union with a list of those employees who apply for a job posting and shall indicate the name of the successful applicant.

17.02 Upon application, (application must be submitted before midnight November 30th) employees will be granted bumping privileges for shift preference within their current grade in the same cell. The grade being bumped must be held by the employee wishing to bump prior to the above date. The grade being bumped will remain frozen from the above date until after Christmas shutdown when the bump will be granted. In the week following November 30th, the immediate employee(s) being displaced will be notified and granted bumping privileges as per Article 14.03. The Company and the Union agree not to delete or post jobs five (5) days prior to November 30th.

This Article does not apply to the Maintenance Department.

17.03 Any employee who is absent due to a vacation will be eligible to apply for a new posting providing he/she provides the Human Resources Dept. with a registered or hand-delivered letter to that effect, copy to the Union prior to or, within the allowed three (3) regular working day period. If the aforementioned employee is the successful candidate, the Company and the Union recognize that certain time limits may be waived.

17.04

- (a)** Any employee who is on sick leave, WSIB, maternity, parental or a personal leave of absence will be eligible to apply for a posting in accordance with 17.03 provided the employee returns to regular work within twelve (12) months of the job posting going up. If the employee does not return within the twelve (12) month period, the posting will be reposted.
- (b)** The next senior applicant on the job posting, who performs the work while the employee in (a) is away, will be treated and identified as

an interim posted person.

17.05 If the employee does not complete the qualifying period as per the check sheet, the Company will return to the job posting and offer the opening to the next candidate, by seniority, subject to the conditions outlined in Article 17. The next candidate will be free to accept or reject the offer. In the event that he/she rejects the offer, the Company will repost the position.

17.06 An employee can post two times within a twelve-month period, unless his/her job is abolished or a new job is created and he/she elects to apply, in which case a third opportunity to post will be allowed. A new position is defined as one arising from the application of Article 5.01.

17.07 Job posting will be filled within twenty (20) working days except where an employee goes from a grade 4 or 5, then it will be filled within ten (10) working days of when the successful applicant has been notified. This period of time may be extended by agreement with the Union and, during any such waiting period, the job may be temporarily filled by another employee. Any subsequent vacancy or vacancies created by filling the posting will be filled in accordance with Article 15 or 16, to allow time to post the new vacancy which will be posted within ten (10) working days and the employee will be paid the new rate of pay from the date he/she is placed into his/her posted position.

17.08

- (a) The Company may, within the qualifying period, as per the check sheet, return any employee to his/her previous grade and cell if he/she is found unsatisfactory in the new job, subject to the grievance procedure. An employee may, within the qualifying period, as per the check sheet, elect to return to his/her previous grade and cell. In either situation, the return will count as one of the posting opportunities in a 12-month period as set forth in Article 17.06.
- (b) An employee being returned to his/her previous posted position will displace the individual who had successfully posted to replace such employee. In the event that the individual has qualified in the position prior to the return, he/she will retain such qualification but not the job.

17.09 An interim posting is a posting that is created in accordance with the provisions of Article 16.07. Such interim posting shall comply with the provisions of Article 17.01 but shall be considered to be temporary in duration for a period of up to two years. After two years, an interim posting will be posted as a permanent job. Such interim posting shall not be considered one of his/her two(2) postings in accordance with 17.06 in the event that the interim vacancy does not last four (4) months.

NOTE 1: If an employee relinquishes an interim posting at any point, it shall count

as one of the postings permitted in accordance with Article 17.06.

17.10 In the event that there are no successful applicants for a job posting, the junior employee plant wide without a posted position will be awarded the posting.

Article 18. MEDICAL REHABILITATION PROGRAM

18.01 Company Policy

Rieter Automotive Mastico Ltd. recognizes the benefits of a Medical Rehabilitation Program. The program is activated in the event that an employee is displaced or there is a disagreement with an attempt to accommodate an employee.

18.02 Procedures

- (a)** In order to implement the Program, a Committee will be utilized, consisting of equal representation from the Company and the Union. The Plant Manager/designate, the Company Health and Safety Co-chair and one of whom shall be the Union WSIB representative and the Health and Safety Co-chair
- (b)** In the event that an employee is considered for the Program, the employee will provide the modified work committee with all pertinent information with respect to the employee's condition and restrictions from the treating physician(s) (family practitioner and specialist).
- (c)** The Committee will review the information and determine how it will affect, if at all, the employee's inability to perform his/her pre-injury or pre-illness job; and, if so, what modifications may be made to that job. Failing this, a determination will be made as to the availability of other suitable employment. The job that the worker returns to should help the worker get better. It should be offered at the time at which the worker is ready for, and will benefit, from it. It should be constructive and rehabilitative and it should assist the worker in re-integrating into the work force. The Program should be consistent with the provisions of the Collective Agreement.
- (d)** An employee under consideration for the Program may be referred periodically to a doctor of the Company's choice, at the Company's expense, for an evaluation of his/her specific modified work restrictions. Any resulting disagreement between this doctor and the employee's doctor(s) will be resolved through the impartial resolution mechanism as set forth in the Letter of Understanding "Medical Resolution." It is recognized that the Workers' Compensation Board may choose not to accept the findings of a third party doctor as set forth in that Letter of Understanding. In

such cases, the WSIB's determination shall prevail.

- (e) The Committee will make a recommendation on the employee's situation and/or be prepared to make individual recommendations. In the event of a disagreement between the Committee members or the injured worker, d) above shall apply.

- (f)
 - (i) WSIB ONLY: After a decision is made by the Company that the employee will return to work and to a specific job, the case worker (if applicable) and the Committee will set up a work trial agreement (if applicable).

 - (ii) WSIB ONLY: During any work 'trial' period, the Supervisor, Operations Manager or his designate, and the Committee will review the employee's progress.

- (g) WEEKLY INDEMNITY ONLY: After a decision is made by the Company that the employee will return to work and to a specific job, the Supervisor, Operations Manager or his/her designate, and the Committee will review the employee's progress, if applicable.

- (h) The Company agrees to take and prepare all minutes and provide a copy to each committee member.

18.03 PREVENTION: In order to prevent injuries the Company and Union agree to make every reasonable effort to analyze the cause of workplace injuries and identify preventive measures with respect to the redesign of jobs and job assignments.

18.04

- (a) **Light Duty.** An employee who becomes unable to perform his/her job due to injury, illness or disability be it occupational or non occupational while employed by the Company will be employed in a job that is operating in the plant which he/she has the ability to perform and which he/she is physically able to perform. He/she will be employed in such job without regard to the job posting provisions of this Collective Agreement. As soon as the employee is certified as physically fit, he/she will be returned to their previous job.

- (b) **Restricted Work.** In the event that an employee has a medically-documented sensitivity to a substance in the workplace, that is of a permanent nature, he/she will be employed in a job that is operating in the plant which he/she has the ability to perform and which he/she is physically able to perform. He/she will be employed in such job without regard to the job posting provisions of this Collective

Agreement.

Notwithstanding the above, the Company and the Union's WSIB or Health and Safety Representative (as determined by the Union) will review each situation on an individual basis and have the exclusive right, subject to mutual agreement, to place employees into certain jobs, subject to their ability to perform the job in a satisfactory manner.

Article 19. LEAVE OF ABSENCE

19.01 A leave of absence without pay for a period of one day or less may be granted for legitimate personal reasons, at the discretion of the Company, without loss of seniority. Such leave must be requested, at least three (3) working days in advance, in writing to the Supervisor, stating the reason and length of leave. (It is recognized that in case of an emergency, the employee may not be able to provide three working days notice.) The request will be answered in writing within three (3) working days, but in no case less than 24 hours prior to the leave day requested.

19.02 A leave of absence without pay for a period of greater than one day but not to exceed six (6) months may be granted for legitimate personal reasons, at the discretion of the Company, without loss of seniority. Such leave must be requested, at least five (5) working days in advance, in writing to the Human Resources Manager, stating the reason and length of leave. (It is recognized that in case of an emergency, the employee may not be able to provide five working days notice.) The request will be answered in writing within five (5) working days but in no case less than 24 hours prior to the leave day requested.

19.03 When considering an employee's request for a leave of absence, the Company will give consideration to the following factors: the employee's attendance record, the number of leaves previously granted to that employee in the current calendar year and the availability of a suitable replacement. (It is recognized that in case of an emergency, the Company may set aside the above factors and grant the employee's request for a leave of absence.)

19.04 The Company will grant a leave of absence, without loss of seniority, to employees for Union business, such as conventions and delegations, provided such absence does not exceed one hundred (100) days in total per calendar year. In the event that two (2) or more employees are from one department, the Company reserves the right to limit those individuals on leave. The Company will continue to pay the employee while on such leaves and bill the local accordingly.

19.05 It should be noted that a person who is absent by virtue of holding a position within the Local Union Office or a person on a Paid Education leave, in accordance with Article 19.04, shall not have their days, while absent, counted as part of the one hundred days.

19.06 The Company will grant a leave of absence to employees to become members of the national staff and they shall continue to accumulate seniority during their absence.

19.07

- (a)** The Company will accept as a satisfactory reason for an absence of up to six (6) months, an employee's conviction of an offence arising out of the operation of a motor vehicle resulting in a jail sentence.
- (b)** The Company will accept as a satisfactory reason for an absence of up to sixty (60) days any absence because he/she is being held in custody pending disposition of charges against him/her.

19.08 Any employee who believes that he/she has been unjustly denied a leave of absence will have access to the grievance procedure if they so desire.

Note: The following will receive a completed form for their records - the employee, supervisor, payroll, and Human Resources Manager. The Union will receive a completed form for leaves in excess of thirty (30) days.

Article 20. PREGNANCY, PARENTAL, ADOPTION

20.01 It is understood that the Company's policy will comply with the provisions of the Employment Standards Act. Employees should contact the Human Resources Department for such information.

20.02 Seniority will continue to accrue during a pregnancy, parental, or an adoption unpaid leave of absence.

20.03 During a pregnancy, parental, or an adoption unpaid leave of absence, the Company will continue to make employer contributions for benefit coverage.

20.04 Subject to the provisions of the Collective Agreement, an employee on a pregnancy, parental, or adoptive leave of absence who returns to work will be reinstated to his/her former classification and shift.

20.05 Pregnancy

- (a)** A pregnant employee with at least thirteen (13) weeks seniority shall be entitled to an unpaid pregnancy leave of up to seventeen (17) weeks.
- (b)** An employee who gave birth with at least thirteen (13) weeks seniority shall be entitled to an unpaid parental leave of up to eighteen (18) weeks.

- (c) Therefore, an employee identified under (a) and (b) may combine her pregnancy leave and parental leave for a maximum unpaid leave of absence of thirty-five (35) weeks.
- (d) All vacation monies will not be paid out until the employee returns from the leave or if requested by the employee.
- (e) In the event of a documented pregnancy related illness, weekly indemnity benefits will be paid at the time of the illness. This applies to any pregnancy-related illness whether it is prior to the birth or after the birth.

20.06 Parental & Adoption

Any other employee with at least thirteen (13) weeks seniority shall be granted up to eighteen (18) weeks unpaid leave of absence for the birth of his/her child or the adoption of his/her child.

Article 21. BULLETIN BOARDS

21.01 The company will provide all existing bulletin boards (3) or more, behind locked glass as well as provide office supplies as needed by the union. The boards are for the convenience of the union to post notices and opinions so long as they are signed by a union official.

21.02 It is understood that the Company will place copies of employee notices on the Company bulletin board in the Plant and at any off-site location(s) where bargaining unit members are working.

21.03 PAYMENT OF UNION COMMITTEE WHILE IN COLLECTIVE AGREEMENT NEGOTIATION MEETINGS.

- (a) The Company will pay each member of the Plant Committee, while engaged in collective agreement negotiation meetings with the Company, a maximum of eight (8) hours per day at their regular straight time rate.
- (b) The Company will arrange for the printing of the collective agreement within three (3) months of ratification, as well as forward a hard copy to the Union.

Article 22. HOURS OF WORK

22.01 The following paragraph is intended to define the normal hours of work and shall not be considered as a guarantee of hours of work per day or per week, nor of the days

of work per week.

22.02 The regular work week shall consist of five (5) eight (8) hour days, Monday to Friday inclusive except when Monday is a holiday (eg. Thanksgiving Day) in which case the regular work week shall be Tuesday to Friday. The regular work week shall be Monday to Thursday in the week in which Friday is a holiday (eg. Good Friday).

22.03

- (a) The Company reserves the right to change the work schedules or the starting and quitting times to suit the varying conditions of the business, provided that indiscriminate changes shall not be made and, provided further, that the Union shall be advised of any changes. Such time changes shall not become effective for a period of one week following notice to the affected employees.
- (b) When a three shift operation or a two shift operation is reduced to a one shift operation, the one shift will be scheduled on day shift where practical.

22.04 A rest period of ten (10) minutes for each half shift will be allowed.

22.05 A rest period of fifteen (15) minutes after the completion of their regular shift will be given to those employees who are working two (2) hours or more of overtime following their shift. Employees who are working two (2) hours or more of overtime before their regular shift will be given a rest period of fifteen (15) minutes prior to the commencement of their regular shift.

22.06 All shifts will be established on a non-rotating basis, except for the Skilled Trades employees as contained in Article 31.

Article 23. REPORTING ALLOWANCE

23.01

- (a) Any employee reporting for work on his/her regular shift will be given regular shift hours or, if no work is available at his/her regular job, he/she may exercise his/her rights under Article **14.01** (Layoff of Less than One Shift).
- (b) Any employee notified at home that work will not be available may exercise his/her rights under Article **14.02**.

23.02 Any employee reporting for work, who as the result of the operation of Article 14.01 is displaced from his /her job and identified for layoff, will be provided, at the discretion of the Company, either a minimum of four (4) hours work on that shift or four (4) hours pay at his/her regular basic rate.

23.03 Any employee reporting for work on an overtime shift will be given such scheduled overtime or, if no work is available, will be provided, at the discretion of the Company, either a minimum of four (4) hours work on that shift or four (4) hours pay at the appropriate overtime rate. Alternatively, the employee may elect to go home without pay.

23.04 The provisions of Article 23.01; 23.02 and 23.03 will not apply where the Company has notified the employee not to report to work, or in cases beyond the Company's control, such as fire, flood, major power failure, windstorm, labour disputes and similar happenings.

Article 24. CALL-IN ALLOWANCE

24.01 An employee who has left the premises and is then called back to work shall be paid a minimum of four (4) hours at his/her straight time rate or time and one-half (X 1 1/2) for the time worked except on Sunday which would be double time (X 2), whichever is the greater.

Article 25. OFF-SHIFT PREMIUM

25.01 Off shift premium will be paid to all employees, as well as any employee working before or after their regular shift will be paid shift premium for all hours worked.

June 1/03 .65 cents

Article 26. LEAD HAND

26.01 Where the Company determines the need for a lead hand, such positions shall be posted and subject to the provisions of Article 17. The Lead Hand shall receive a bonus of ten dollars (\$10.00) per day plus thirty-five cents (\$.35) per hour while so designated.

Article 27. OVERTIME RATES AND CONDITIONS

27.01 Any work performed by an employee in excess of his/her scheduled work day shall be paid for at the rate of time and one half (1 1/2) the employee's base hourly rate. For example, an employee scheduled to work five (5) days of eight (8) hours per day would be paid overtime for time worked in excess of eight (8) hours in a day.

27.02 Any work performed by an employee on a calendar Saturday shall be paid for at the rate of time and one-half (1 1/2) the employee's base hourly rate.

27.03 Any work performed by an employee on a calendar Sunday shall be paid for at the rate of double time the employee's base hourly rate.

27.04 Overtime will not be pyramided under any circumstances. An employee will not be entitled to overtime pay twice for the same period of time worked.

27.05 Overtime work shall be on a voluntary basis for all employees.

27.06 PRINCIPLES

The Company and Union recognize the importance of the following principles in the administration of overtime:

- (a)** A posted employee holds overtime rights to his/her posted job on that shift.
- (b)** Overtime will be offered to the employee who worked on the job during the regular work week preceding the weekend per the posted weekly (revised) work schedule. An employee called in for work during the work week as per Article 15.04 will not be eligible for overtime except per a posted volunteer list.
- (c)** Overtime will be offered first to employees who are senior and qualified and, secondly, to those who are senior and capable. For purposes of overtime, all employees will be considered capable for Group I jobs (see Letter of Understanding, Job Groups).
- (d)** When an employee elects to post for an interim posting or accepts a transfer per Article 16.04, he/she will be eligible for overtime in their new job only. Failing that, he/she may apply for a volunteer list opening.
- (e)** When an employee is temporarily transferred, he/she will be eligible for overtime in their transfer job. Failing that, he/she will be eligible for overtime in their posted job. Failing that, he/she may apply for a volunteer list opening. Overtime shifts worked by a temporarily transferred employee shall count to the accumulation of 30 working days as set forth in Article 16.
- (f)** The Company will limit to twelve (12) the number of consecutive hours of work for production employees. All shifts, regular or overtime, are to be separated by a minimum of eight (8) hours personal rest time except in the case of:
 - (i)** Those employees scheduled to work Friday days (B shift) followed by a Saturday midnight overtime shift (A shift) or scheduled to work Friday afternoons (C shift) followed by a Saturday day overtime shift (B shift).
 - (ii)** Those employees scheduled to work Sunday days overtime (B shift) followed by a regular Monday midnight (A shift) or scheduled to work Sunday afternoon overtime

(C shift) followed by a regular Monday days (B shift).

- (iii)** In case of (i) or (ii) above, the personal rest time will be a minimum of seven (7) hours.
- (g)** Employees who are away from the plant during the entire regular work week on other than Company business (for example WI, WSIB, LOA, PEL, Vacation) will not be eligible to work overtime on the weekend following their absence.
- (h)** An employee who refuses overtime on his/her own current job will not be eligible for overtime anywhere else in the plant on that same shift of that day. The employee will, however, be eligible to sign a volunteer list for the other shifts.
- (i)** An employee who is cross training/upgrading will only be eligible for overtime per a posted volunteer list.
- (j)** Where one lift truck driver is required to service more than one area, the senior eligible driver from those areas, on the same shift, shall be awarded the overtime. If the senior driver declines the overtime, then it will be offered to the next senior driver from those other areas on the same shift. Failing that, the most senior lift truck driver of the combined areas on the other shifts will be offered the overtime. Failing that, the overtime opportunity will be posted on a volunteer list. As always, the overtime opportunity will go to the senior qualified driver.
- (k)** Overtime shall be offered as follows:

 - (i)** First, to the employee who worked on the job during the regular work week per the posted weekly (revised) work schedule.
 - (ii)** Secondly, to the employee(s) who worked on the job on the off shift(s).
 - (iii)** Thirdly, to senior qualified then senior capable employees on a plant wide basis.
- (l)** In order to be eligible for eight (8) hours of light duty work on the weekend, an employee must have worked at least one eight hour shift of light duty in the immediately preceding week.

27.07 WEEKEND OVERTIME

- (a)** On Monday of each week, (Tuesday when Monday is a holiday), the Company will post an Availability For Weekend Overtime List. Those employees wishing to work, will sign their names and clock numbers on the List. This list will close Thursday morning. Overtime will be awarded to those eligible individuals who have signed the List.
- (b)** The Company will maintain the Weekly Manning Schedule indicating where an employee has worked a shift(s) in place of the employee originally shown (the incumbent) on the Schedule. Where an employee works in place of the incumbent from the beginning of the week until the closure of the Availability For Weekend Overtime List on Thursday morning, such employee will be eligible for available weekend overtime. Where more than one employee worked in the incumbent's place, the person who worked the greater period of time will be eligible for available weekend overtime. Where two employees worked an equal amount of time in the incumbent's place, the senior person will be eligible for available weekend overtime.
- (c)** Where an employee is simultaneously eligible for overtime on his regular job and another job, he/she will be required to work on their regular job.
- (d)** Once the need for overtime has been finalized, The Company will post, on Thursday afternoon, the resulting overtime schedule including names of employees working, departments, positions and hours. The Company will correct any errors found as quickly as possible and advise the Union and affected employees of such changes. The Company will find and assign meaningful work in the cell for anyone who was incorrectly scheduled but still wishes to work.
- (e)** The Company will honour the assigned overtime schedule as posted unless this is not practical due to equipment breakdown or acts of God eg. severe storms, power failures, etc. In such cases, the affected employees will not be eligible to work overtime.
- (f)** In the event of absenteeism on the weekend, then the overtime, if needed, will be offered to employees who signed up for the Availability For Weekend Overtime List but are not already scheduled to be working.
- (g)** On a three shift operation through the week requiring only one shift on the weekend, the overtime will be assigned first to employees on the shift working, secondly, to the combined list of employees,

holding the same position from the other two shifts starting with the most senior posted.

- (h)** On a three shift operation through the week requiring two shifts on the weekend, the overtime will be assigned first to employees on the shifts working and secondly, to the employees holding the same position from the third shift starting with the most senior posted.
- (i)** On a three shift operation through the week requiring three shifts on the weekend, overtime will be assigned first to employees on the shifts working and secondly, to the senior employees holding the same position, on the other two shifts on a split basis.
- (j)** On a two shift operation through the week requiring two shifts on the weekend, overtime will be assigned to employees on the shifts working the position(s).
- (k)** On a two shift operation through the week requiring one shift on the weekend, overtime will be assigned first to employees working on the shift and secondly, to the senior employees holding the same position on the opposite shift as long as these employees are not already working overtime.
- (l)** The Company shall not temporarily transfer employees that have already been awarded overtime positions to fill in for an absent employee. The Company may temporarily transfer an employee for up to two (2) hours only to fill in for an absent employee. The Company will follow Article 14.01 procedure when doing so.
- (m)** When the Company offers overtime for special cleaning or painting assignments, such overtime will be posted on the bulletin board as a volunteer list and awarded in seniority order within the cell or seniority order plant wide for work across cells.

27.08 WEEKDAY OVERTIME

If the Company determines weekday overtime is required on a specific line or department, then overtime will be allocated as follows:

- (a)** On a three shift operation, where the overtime results from employee absenteeism, the first half of the overtime shift will be offered to the employee(s) who normally perform the work of the preceding shift and the second half of the overtime shift will be offered to the employee(s) who normally perform the work of the incoming shift. Failing that, provided there is time, a volunteer list will be posted. If there is not sufficient time to post a volunteer list, the overtime will be offered to employee(s) on the qualifications list,

then by seniority.

- (b)** On a two shift operation requiring additional work hours, the first half of the overtime shift will be offered to the employee(s) who normally perform the work of the preceding shift and the second half of the overtime shift, if needed, will be offered to the employee(s) who normally perform the work of the incoming shift. Failing that, provided there is time, a volunteer list will be posted. If there is not sufficient time to post a volunteer list, the overtime will be offered to employee(s) on the qualifications list, then by seniority.
- (c)** On a one shift operation requiring additional work hours, the overtime will be offered to employees normally performing the work on that shift. Failing that, provided there is time, a volunteer list will be posted. If there is not sufficient time to post a volunteer list, the overtime will be offered to employee(s) on the qualifications list, then by seniority.
- (d)** Overtime will be offered immediately preceding or following an employee's regularly scheduled shift.
- (e)**

 - (i)** A rest period of fifteen (15) minutes after the completion of their regular shift will be given to those employees who are working two (2) hours or more of overtime following their regular shift and employees who are working two (2) hours or more of overtime before their regular shift.
 - (ii)** After 2 hours of actual overtime work a rest period of 10 minutes will be allowed.
- (f)** Where an employee is simultaneously eligible for overtime on his/her regular job and another job, he/she will be required to work on their regular job.

Article 28. BANK TIME (PREMIUM HOURS ONLY)

28.01 Notwithstanding the Overtime provisions of this Agreement, payment to an employee for the premium portion of overtime hours worked shall be deferred at the employee's request. Overtime hours so deferred shall be credited to the employee at the applicable overtime rate, aforesaid under a system known as Surplus Time Bank. Minimum bank times will be four (4) hours. For example, an employee who works eight (8) hours on Saturday will have (the premium portion or the 1/2 of the time and one half) four (4) hours banked or an employee who works eight (8) hours on Sunday will have (the premium portion of the double time) eight (8) hours banked. The same principle applies to weekday overtime, provided the employee has worked a minimum of eight (8)

overtime hours in the week. In this example, he/she will be able to bank four (4) hours. This Article does not apply to paid holiday overtime.

28.02 It is the responsibility of the employee to indicate on the designated weekly form his/her intention to bank any premium time worked. In the absence of such notification, the overtime monies will be paid to the employee.

28.03 The purpose of the Surplus Time Bank is to permit a limited leave of absence with pay between January 1st and December 1st of each year when requested by an employee as may be reasonable or necessary for the efficient operation of the Company. Surplus time off shall be taken upon mutual agreement between the employee concerned and his supervisor; however, a copy of the written request must be forwarded to the supervisor at least one week in advance of the expected leave. Upon approval, the Supervisor will notify the Human Resources Department and payroll. In administering the Surplus Time Bank:

- (a) Time-off must be taken in terms of units of eight (8) hours.
- (b) The employee cannot bank more than sixty-four (64) hours of premium time in any given calendar year

28.04 Any overtime standing to the credit of an employee in the Surplus Time Bank shall be paid out to him/her on the first payroll period following the December 1st payroll period.

28.05 When payment for Surplus Time is made to an employee, the amount per hours for such time shall be calculated upon the basis of the date on which the surplus time was earned.

Article 29. INJURY ALLOWANCE

29.01 An employee injured on the job shall be paid for the balance of his/her shift on which the injury occurred if as a result of such injury, the employee is sent home. The Company will make available transportation for such injured employee to receive medical treatment. Medical attention will be provided within a reasonable time limit if the employee requests said attention.

Article 30. HEALTH AND SAFETY

30.01 Preamble

- (a) The Company recognizes its obligations to provide a safe and healthy workplace for its employees and to maintain proper standards of safety, health, and working conditions as required by the Occupational Health & Safety Act and its Regulations and to do so in a timely manner.

- (b) The Union recognizes its obligation to co-operate and work with the Company in maintaining a safe and healthy workplace.
- (c) If an employee has a safety concern he/she may complete a Health and Safety Concern form and/or discuss the concern directly with his/her supervisor. However, if the concern is of an emergency nature and the supervisor is not readily available, the employee shall have the option of contacting any other supervisor or the Health and Safety Coordinator. If a mutually satisfactory resolution is not immediately forthcoming, the Company will arrange for the employee to meet, for a reasonable period of time and in private, with a Union member of the Joint Health and Safety Committee.

30.02 First Aid Station & Devices

- (a) The Company agrees to maintain a first aid station and equip such station as required by the legislation.
- (b) The Company shall ensure that the required number of employees, as defined by the legislation, as well as members of the Health & Safety Committee hold St. John Ambulance Standard First Aid Certificates or its equivalent.
- (c) In the event of a medical emergency, the Company will arrange transportation from the plant to the hospital and/or doctor and then to his/her home if necessary. The employee shall have the right to refuse such assistance if he/she so desires. The Company may request that the employee return to the plant prior to going home in order to discuss the circumstances (eg. injury/illness) giving rise to the medical emergency. The company will arrange and pay for such transportation as may be necessary.

30.03 Certified Health & Safety Representatives

- (a) The Company will ensure that each member of the Joint Health & Safety Committee (Company & Union), including alternates, is certified in accordance with the Workplace Health & Safety Agency and such training will be conducted through a Workers Health & Safety Centre. The Company will pay the cost of such certification. Employee members will be certified within first year of appointment. Employees will be re-certified as their certifications expire, provided that they are members of the JHSC at the time of such expiration.
- (b) The Company will post a Health & Safety policy in accordance with the legislation and, within that policy, the duties of the Certified Health & Safety Representative(s) will be identified.

- (c) A Certified Member may direct the Company (eg. Supervisor) to stop specified work or to stop the use of any part of a work place or of any equipment, machine, or device, article, or thing if the Certified Member finds that dangerous circumstances exist as defined by the Occupational Health and Safety Act or its Regulations.

30.04 Joint Health & Safety Committee

- (a) The Company and the Union agree to utilize and empower a Joint Health & Safety Committee in accordance with the Occupational Health & Safety Act.
- (b) The Committee shall be comprised of eight (8) employees, four (4) being appointed by the Company and four (4) being appointed by the Union. There will be two (2) Union representatives on day shift and one (1) on afternoon shift and one (1) on midnight shift, so long as such shifts are operating in the plant.
- (c) Two (2) Co-chairpersons will be selected, one of the Co-Chairpersons shall be a Union member chosen by the Union members. The other Co-Chairperson will be a Company member chosen by the Company. The Union Co-Chairperson and the Company Co-Chairperson shall be allowed up to two (2) hours per week to jointly meet.

Note: During absences of the Co-Chairperson(s), respective alternates will be recognized.

- (d) Time spent by Members of this Committee in the course of their plant duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement, including authorized overtime if any.
- (e)
 - (i) The Company will identify the duties of the Joint Health & Safety Committee in the posted Health & Safety Policy. The following are some of the recognized duties:
 - (1) Identify situations that may be a source of danger or hazard to workers;
 - (2) Receive information from the workers and the Company as well as make recommendations to the Company and the workers for the improvement of the health and safety of workers;
 - (3) Recommend to the Company and the workers the

establishment, maintenance, and monitoring of programs, measures and procedures respecting the health and safety of workers;

(4) The full Committee will make monthly inspections of the plant of all places of employment including buildings, structures, grounds, tools, equipment, and work methods and practices. In the event that the full committee is not available, the inspection will be carried out with the remaining Committee members and such members will represent both the Union and the Company.

(5) Receive prompt notification of any fatalities and/or serious injuries resulting from work related accidents as well as be informed of any major incidents that did not result in serious injuries; and review accident and incident investigations to ensure completeness and ensure preventative measures have been done.

(6) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Co-chairpersons.

(7) Approve the content of the production supervisors' regular health & safety meetings with the plant employees.

- (ii) Supervisors who receive concerns from employees during health and safety meetings will address such concerns. A copy of employee concerns will be available to the JHSC members in the Health & Safety Office.
- (iii) Supervisors will hold health & safety meetings a minimum of ten (10) times per year.

30.05 Health & Safety Representatives

The Company will recognize a union appointed or elected health and safety alternate on any shift that is not represented by a Union Joint Health & Safety Committee member.

Note: These individuals will receive WHSC Level 1 (30 hours) training.

30.06 Exposure to Toxic Materials

The Company will provide to the employee(s) who is exposed to harmful agents or toxic substances, at no cost to the employee, a physical examination and/or other appropriate tests as required under the Occupational Health & Safety Act.

30.07 Company Safety Rules & Procedures

- (a) The Company reserves the right to formulate and publish from time to time safety rules and procedures regarding the safe operation and use of machinery, equipment, devices, processes, etc. Before publishing such rules & distributing them to the employees, the Company will consult the Joint Health & Safety Committee. It is recognized that in case of an emergency or impending hazard, the Company may take immediate appropriate action to safeguard the health and safety of employees without first consulting the Joint Health & Safety Committee. However, the Committee will be consulted as soon as possible thereafter. It remains the Company's intention to consult the Joint Health & Safety Committee in advance wherever it is reasonable and practical to do so.
- (b) The Company will recognize the recommendations of any employee regarding improvements in its rules, procedures, and plant operations as well those areas specifically relating to health and safety.

30.08 Government Inspections

- (a) One (1) Union Health & Safety Representative must accompany the Inspector during his/her regular inspection or as requested by the Inspector. A Copy of any order will be given to the Union Health & Safety Representative as well as posted in the plant.
- (b) Prior to implementing a major initiative affecting the health and safety of employees (eg. new ventilation systems, introduction of new equipment), the Company and a representative of the appropriate vendor/consultant will discuss the matter with the Union Co-Chair of the Joint Health & Safety Committee.

30.09 C.A.W. National Representative, Access to Workplace

- (a) The Company agrees that a C.A.W. National Representative, providing reasonable notice is given to the Human Resources Manager, may attend the Joint Health & Safety Committee Meetings as well as the inspections, investigations, and monitoring of the workplace.
- (b) During any access by the C.A.W. National Representative, all Union Health & Safety and WSIB representatives and members of the Shop Committee will be allowed to consult with or accompany the National Representative.

30.10 Health & Safety Training

- (a) Employees will receive WHMIS education and training in accordance with the Act. The Company will consider the CAW, among others, when selecting a qualified trainer(s).
- (b) The Joint Health & Safety Committee members and their alternates will receive thirty (30) hours of WHSC Level 1 plus the WHSC Ergonomics Course within the first six (6) months of their appointment.
- (c) Employees will receive training on lock-out procedures as determined by the Joint Health & Safety Committee. The Company will consider the CAW, among others, when selecting a qualified trainer(s).
- (d) The Company will pay the cost of providing one WHSC Level 1 (30 hours) course in each year of the collective agreement and taught by a C.A.W. Health & Safety Instructor. Each course will consist of five (5) employees and will be taught in the plant. (NOTE: This course is on a voluntary basis.)

Employees will be paid for such training in accordance with the Collective Agreement.

Note: It is recognized that the C.A.W. Health & Safety Instructor may be an internal or external trainer.

30.11 Right To Refuse Or Stop Work

- (a) The Company, the Union and the employees recognize that employees have certain obligations as well as the right to refuse hazardous work which may harm themselves or any other person. Signs will be posted in the workplace notifying the employees of their rights.
- (b) If an employee exercises his/her right to refuse, he/she shall notify the Supervisor or a Union Health & Safety Representative on the shift. When an employee chooses to speak first to his/her Union Representative about the refusal, the Union Representative and the employee will immediately contact the Supervisor. The employee shall remain in a safe place near his/her work station but shall participate in the investigation of the hazard providing it is safe to do so.
- (c) During the second stage of the work refusal, prior to the decision of the Ministry Inspector, no other worker will be asked or permitted to

perform the work of the worker who refused, unless a union member of the Joint Health and Safety Committee is in agreement.

- (d) The Union Co-chairperson, or alternate, or a Union member of the Joint Health & Safety Committee shall fully participate in the investigation at every stage.
- (e) An employee who refuses to do work under this section shall suffer no loss of pay, seniority, or benefits during the period of refusal.

30.12 Discipline

The Company will not:

- (1) dismiss or threaten to dismiss a worker;
- (2) discipline or suspend or threaten to discipline;
- (3) impose any penalty upon a worker; or
- (4) intimidate or coerce a worker,

because the worker has acted in compliance with the Occupational Health & Safety Act or the regulations or an order made thereunder or has sought the enforcement of the Act or the regulations.

30.13 Safety Protection

- (a) Safety Glasses:
The wearing of CSA-approved safety glasses, both lenses and side shields, is mandatory for both prescription and non-prescription safety glasses:
 - (i) Metal frames will not be permitted for electrician's safety glasses.
 - (ii) Damaged or worn safety glasses must be submitted in order to obtain a replacement.
 - (iii) Employees will not supply their own safety glasses.

The Company will reimburse an employee for the first pair of prescription safety glasses up to \$275 as approved by the Company from an approved list of Opticians. The selected list of opticians will be done in consultation with

the Joint Health & Safety Committee. Prescription safety glasses that are broken or damaged as a result of an accident at work shall be replaced, as needed, by the Company over the life of the Collective Agreement. Employees will be eligible to have their prescriptions lenses replaced, if medically required, twice over the life of the Collective Agreement.

The Company will not pay for prescription safety glasses which are purchased after notification of lay-off has been given or within ten (10) working days of the employee resigning.

(b) Safety Footwear:

The wearing of safety footwear is mandatory. Maintenance employees and Battery Room Attendants will wear CSA-approved safety boots. Production employees will wear CSA-approved safety boots or safety shoes. The Company will pay the following amounts per calendar year towards the cost of approved safety footwear, upon proof of purchase by the employee.

Effective June 1, 2006:	\$135
Effective June 1, 2007:	\$140
Effective June 1, 2008:	\$145

Note #1: Where unusual conditions prevail, and as approved by the Company, employees will be reimbursed up to a maximum of two (2) purchases each twelve (12) month period.

Note #2: Employees will be reimbursed for 100% of the cost for all prescribed orthopaedic safety footwear, as approved by the Company.

Note #3: Shunt Drivers and Battery Room Attendants will be reimbursed for 100% of the cost for one pair of CSA-approved winterized footwear per year from the Safety Shoe Truck. This shall not be considered an unusual condition as set forth in Note #1 above.

Note #4: The Company will not pay for safety footwear which is purchased after notification of lay-off has been given or within ten (10) working days of the employee resigning.

(c) Coveralls:

(1) DOA 1, DOA 2 and Rando lines including the Balers and Bander will be supplied with three (3) pair of coveralls per week and the Company will be responsible for cleaning and repairing of such coveralls.

(2) Insulated coveralls or two piece suits and insulated gloves, winter clothing will be supplied to all lift truck drivers, shunt drivers, material handler co-ordinators, boxmakers, shipper, receiver and janitor every two years. The Company will pay for the cost of insulated gloves and will be replaced as needed at the Company's cost. (\$225.00)

(3) One insulated winter jacket will be supplied and paid for by the Company to all Package Tray Utilities for the life of the contract.

(4) Lab Technicians will be supplied with three (3) lab coats per week paid for by the Company and the Company will be responsible for cleaning and repairing of such clothing.

(5) The Company agrees to provide the Battery Room Attendant with protective clothing.

(d) Protective Hearing:

The Company will establish a noise abatement program on an area by area basis.

(i) Personal hearing protection will be required for employees working in areas where noise levels are 90 db or higher on a time-weighted average.

(ii) In areas that are identified as 90 db or higher the Company will implement such measures as are reasonable and practical to achieve a level of 85 db in the identified area.

Such hearing protection will be provided by the Company.

(e) Safety Equipment:

Where the nature of the task assigned to an employee requires the use of special safety equipment or clothing, such other safety equipment or clothing will be provided, by the Company, at no cost to the employee. Employees are responsible for all safety equipment in their possession.

(f) General:

(1) The Joint Health & Safety Committee may make recommendations to the Company regarding protective clothing, tools and equipment.

(2) The Joint Health & Safety Committee may make

recommendations to the Company regarding the kinds (i.e. styles of shoes, glasses) of protective devices which should be available to the affected employees.

Note: The Company will respond to written recommendations from the Joint Health & Safety Committee within twenty-one (21) days.

(3) It is recognized that protective clothing, tools and equipment may be temporary measures. The conditions necessitating their use shall, where practical, be subject to further corrective measures (i.e. engineering changes) in order to eliminate the practice or hazard.

30.14 Ventilation

- (a) The Company shall ensure that adequate local exhaust ventilation systems are installed and maintained.
- (b) The Company shall ensure that adequate general ventilation systems are installed and maintained.

30.15 Noise

- (a) The Company shall ensure that noise measurements are conducted throughout and outside the workplace for the purposes of identifying and measuring areas and equipment where noise is found or produced. The Company will utilize the Joint Health & Safety Committee or an external service for this activity. If an external service is used, a Union member of the Joint Health & Safety Committee will accompany them.
- (b) The Company shall ensure that annual audiometric tests are given for all employees every other year. The results of the audiometric examinations will be given to each employee. Statistics will be given to the Joint Health & Safety Committee. Permanent records of audiometric tests and noise level surveys shall be maintained at the workplace.

30.16 Vibration

The Joint Health & Safety Committee may make recommendations to the Company regarding vibration hazards found in the workplace, including the purchase of equipment or devices.

30.17 Heat

The Heat Stress Program as provided for in the Company Policy Program shall be reviewed by the Company and the Union prior to its implementation each year. Any

disagreements will be settled by the Ministry of Labour. It is further understood and agreed that in the event any employee should have to leave work due to a medically substantiated heat-induced illness, such time away from work will not be counted against his/her attendance record for purposes of discipline.

30.18 Visual Display Terminals

The Joint Health & Safety Committee may make suggestions to reduce exposure to hazards associated with radiation (i.e. shielding)

30.19 Working Alone

In the event that an hourly person is scheduled to be working alone in an area where hazardous conditions could exist and which are outside of visual and/or hearing range, the Joint Health & Safety Committee will review the work activities and will make recommendations to the Company.

30.20 Ergonomics

Based on accident statistics, the Joint Health & Safety Committee will identify, on a priority basis, a list of jobs for ergonomic analysis. This analysis will be undertaken every year of the collective agreement.

The Company will consider the Workers Health Centre or Ontario Occupational Workers Health Clinic, among others, when selecting qualified ergonomic specialists for this analysis.

30.21 National Day Of Mourning

- (a) Each year on April 28th at 11 A.M., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) Each year on November 11th at 11 a.m., work will stop and one minute of silence will be observed in recognition of Remembrance Day.

30.22 'No Hands In Die' Policy

The Joint Health & Safety Committee will develop a 'no hands in die' policy. The purpose of the policy will be, where possible, to reduce or eliminate the need for operators to place their hands into the 'die' or point of operation. The policy will include the establishment of a shift safety checklist for affected equipment.

30.23 Housekeeping

Employees will be required to maintain their work stations in a clean and safe condition.

Article 31. SKILLED TRADES

Note: The provisions of the Collective Agreement shall apply to the skilled trades except as altered by the provisions of this Article.

31.01 Skilled trade classifications for the purpose of this Collective Agreement will be as follows:

Certified Industrial Electrical Technician
Certified Industrial Millwright
Certified Electrician
Maintenance Inventory Coordinator (M.I.C.)

31.02 Seniority shall be by skilled trade classification, that is classifications will be non-interchangeable.

31.03 Employees entering a skilled trade classification shall have a seniority date as of the entry into such classification (including the apprenticeship period if such period was served in the Company).

31.04 A non-skilled trades (i.e. production) employee will not exercise his or her seniority rights in any skilled trade classification, nor will any skilled trades employee exercise seniority in any production classification after the date of ratification except as set forth in Article 31.07(d).

31.05 In the event that a skilled trades employee (i.e. apprentice or journeyman) is unable to perform his or her job as defined in Article 18, the provisions of Article 18 will apply. In no event will these provisions contravene the Human Rights Code.

In the event that the skilled trades employee returns to his/her former skilled trade classification, he/she would re-enter the classification in accordance with his/her seniority which was held upon leaving.

31.06 The term 'journeyman' as used in this Article shall mean any person:

- (a)** Who presently is in a skilled trades classification; or
- (b)** Who has served a bona fide apprenticeship and has a certificate which substantiates his/her claim of such service; or
- (c)** Who has had eight (8) years of practical experience and can prove same with proper affidavits. The Company will consider the possession of a CAW/UAW journeyman/woman card as presumptive proof of qualifications.

31.07 In the event of a reduction in the work force of any skilled trades classification, the following procedure will apply:

- (a) First, probationary journeyman within a classification shall be laid off;
- (b) Second, apprentices within a classification shall be laid off based upon the first to go will be the last who entered the program;
- (c) Third, if further reductions in a skilled trades classification are required, journeyman shall, in reverse order of seniority (junior employee first) in such a classification, be laid off.
- (d) In the event of a layoff, skilled trades journeyperson employees will be allowed one time only to displace production employees, provided that such skilled trades journeyperson employees are originally production employees and in accordance with Article 14 of this Agreement. Skilled trades journeyperson employees must return to their skilled trades jobs as soon as they are recalled.
- (e) In the event of the disqualification of an apprentice, he/she will be allowed, one time only, to displace a production employee, provided that such apprentice was originally a production employee and in accordance with Article 14 of this Agreement.

31.08 In the event that there is an increase in any skilled trade classification, recall shall be made in reverse order of seniority, commencing with journeyman then apprentices.

31.09 In the event the Company acquires some advanced type of machinery or equipment that would call for special servicing by skilled trades employees, it is agreed that the skilled trades employees will be trained so that they may become familiar with the necessary repair and maintenance techniques required. In the case of initial installations of new equipment, processes, technology and warranty work, the Company will involve a minimum of one (1) skilled trades employee of each affected trade with the supplier's on-site personnel for training purposes.

31.10 (1) The Company and Union recognize the importance of the following principles:

- (i) The Company recognizes the Union's desire to perform all Skilled Trades work covered under the jurisdiction of this contract except as amended below.
- (ii) The Company will not use subcontracting as a method of eliminating overtime for Skilled Trade employees
- (iii) The parties recognize that where the Company meets its obligations as set forth in Article 31 (including overtime

opportunities), there shall be no additional responsibility on the part of the Company to pay additional overtime to any other employee. However, where it is alleged that the Company has not met its obligations under Article 31, the employee concerned and/or Union shall have the right to seek redress under the grievance procedure.

(2) In contracting out work which is normally performed by the skilled trades employees, the Company will consider such factors as specialized skills and equipment, economics, available equipment, available manpower and time constraints. The Company will not contract out regular maintenance work if the skilled trades employees (including apprentices) are scheduled for layoff or are laid off, unless those employees elect not to be working.

Except where time and circumstances prevent it, the Company will advise the Union's skilled trades representative, in writing at least one (1) week in advance, the nature of the work and the reasons for contracting out such work. The Company will give due consideration to the Union's recommendations before making its final decision as to whether or not such work will be contracted out. (The Union retains the right to grieve such final decision). Where the Company agrees to involve skilled trades employees in such work, it is mutually agreed and understood that employee vacations, refusal to work overtime and unexpected skilled trades workloads, will relieve the Company of its obligation to involve some or all of the skilled trades employees scheduled to work. In such cases, the Company may choose to use the services of outside contractors as required to complete the project as scheduled.

It is further agreed and understood that where the Company has determined that the skilled trades will not be involved in a project due to availability of manpower and subsequently circumstances change such that manpower becomes available, then the Company will offer such work as may be appropriate to the skilled trades employees.

All required training to enable bargaining unit employees to perform all work within their trades will be provided by the Company at the Company's cost.

31.11 The Company agrees to deduct Canadian Skilled Trades Council dues as such dues are adopted by the Canadian Skilled Trades Council, equivalent to one half (1/2) hour of wages per year. The first dues deduction will be made from the employee's first pay period (journeyman or apprentice) following completion of their probationary period. Thereafter, dues deduction will be made in January of each succeeding year or upon completion of one month's work in the calendar year.

31.12 Shifts will be scheduled on a rotating basis. The Maintenance Department shift schedule will be posted four (4) weeks in advance and a photo copy to the Union. It is recognized that extenuating circumstances may result in revisions to the schedule (eg. machinery breakdowns, absenteeism, changing customer demands). Employees

wishing to remain on steady off shifts (afternoons and midnights) will notify the supervisor in writing stating the length of time they wish to remain on that shift. Where the number of volunteers for an off shift exceeds the available openings, the selection shall be based on seniority.

31.13 The Company agrees to replace tools, including tool boxes, broken in the performance of work for the Company. It will be the responsibility of the employee to submit a list of his/her tools to the Maintenance Manager. The employee and Company will both sign the list and a copy will be retained by the employee. Failure to submit a list will disqualify the employee from the Company - paid tool replacement. The employee must turn in a broken tool in order to get a replacement tool.

In addition to the above, the Company recognizes that skilled trades employees are required to purchase their tools and tool boxes. The Company will pay up to \$1200 over the life of this Agreement to employees, providing proof of purchase is submitted by the employee. Apprentices shall be eligible for 50% of the above tool allowance in year 1 and 2 of their apprenticeships. Commencing year 3 of his/her apprenticeship, as defined in the apprenticeship agreement, the apprentice shall be eligible for 100% of the tool allowance.

31.14 The Company will supply seven (7) pairs of cotton coveralls or uniforms to each skilled trade employee. This clothing will be cleaned and repaired on a weekly basis, and replaced as necessary, at the Company's expense. Employees ordering uniforms will be expected to wear them on a daily basis. Employees may order additional pairs of coveralls or shirts and pants through payroll deduction.

31.15 Skilled trades employees will be allowed safety footwear, to a maximum value of \$275 effective June 1, 2006, in a twelve month period.

31.16 The Company will provide and replace/maintain, as determined by the Company, one pair of insulated coveralls and one parka or one insulated suit and gloves for each skilled trades employee assigned to outside work in the winter months.

31.17 Job postings for apprentices will be posted on the main bulletin boards in accordance with standard job posting procedure. These positions will be open to all employees on a plant wide basis. The senior person, will be awarded the posting provided that person has the qualifications, skill and ability (Reference Letter of Understanding - Testing). The Company will review the replacement of two (2) skilled trade jobs lost through attrition and/or when projecting retirements during the term of this contract provided a qualified candidate is available.

The Company agrees to maintain its past practice in the selection of apprentices, as developed by the joint Apprenticeship Committee.

31.18 Overtime will be offered first to seniority certified skilled trades employees, secondly, to seniority apprentices, thirdly to probationary skilled trades employees and,

finally to probationary apprentices.

31.19 LAY-OFF AND RE-CALL FROM LAY-OFFS FOR SKILLED TRADE APPRENTICES

- 1) As provided for under Article 31.07(d), it is understood and agreed by the parties that an Apprentice will be allowed to bump into the Production area on a one time basis only. Once the Apprentice has bumped into the Production area, the Company will not re-call the Apprentice unless there is a minimum of one month's full-time employment including any work share program that the parties had previously agreed to. Should work become available and is less than the required one month of work, then the affected Apprentice shall have the right to refuse his re-call and remain working in the Production area. Should the Apprentice chose to return to his former position as a Skilled Trades Apprentice without the one month guarantee period being offered, it shall be considered as his one and only opportunity to bump into Production.
- 2) Once the Apprentice has used his one time bumping right and returned to his regular job within the skilled trades, should it be necessary to reduce the work of the Apprentice once again, the Apprentice shall be laid off out of the building until such time as he may be re-called to his skilled trades job.
- 3) The Parties agree that for the purposes of the above, that week-end work, Christmas shutdown, summer shutdown, summer period between June 1st and September 15th, time spent at school, shall not be considered work for the purposes of re-call as this work is voluntary and not subject to the terms and conditions set out in this agreement.

Article 32. PAID HOLIDAYS

32.01 The Company will pay all seniority employees their regular rate of pay for the plant holidays designated below:

	2006/07	2007/08	2008/09
Canada Day	July 3	July 2	June 30
Civic Holiday	Aug 7	Aug 6	Aug 4
Labour Day	Sept 4	Sept 3	Sept 1
Thanksgiving Day	Oct 9	Oct 8	Oct 13
Christmas Day	Dec 25	Dec 25	Dec 25
Boxing Day	Dec 26	Dec 26	Dec 26
Paid Holiday	Dec 22	Dec 24	Dec 29
Paid Holiday	Dec 27	Dec 27	Dec 30
Paid Holiday	Dec 28	Dec 28	Dec 31
Paid Holiday	Dec 29	Dec 31	Jan 2
New Year's Day	Jan 1	Jan 1	Jan 1
Good Friday	Apr 6	Mar 21	Apr 10
Easter Monday	Apr 9	Mar 24	Apr 13
Victoria Day	May 21	May 19	May 25

Note: This is subject to the following provisions:

- (a) The employee must report for work on his/her last scheduled working day before his/her designated holiday and his/her first scheduled working day following the holiday.
- (b) Any seniority employee who is absent due to lay-off when a holiday occurs, shall receive holiday pay providing he/she has worked within ten (10) working days of the holiday. It is not the intent of the Company to use this clause for the sole purpose of laying off employees prior to the Christmas break in order to avoid the application of this clause. Employees will be laid off in accordance with company production needs and demands.
- (c) If the employee is absent due to sickness on either of the qualifying days, he/she will be paid provided an appropriate physician's certificate is provided.

32.02 If a holiday falls during a vacation period, an additional day's vacation will be granted by adding a day at either the start or end of the vacation period. The day will be determined by prior agreement between the employee and his/her supervisor.

32.03 Pay for the above-mentioned plant holidays shall be computed on the basis of the employee's regular day rate per hour for eight (8) hours. A cost of living allowance, when applicable shall be included in the definition of a wage rate.

32.04 In the event that it shall be necessary to operate any or all departments on any day of the said holidays, all time worked shall be paid for at the rate of double time. A cost of living allowance, when applicable, shall be included in the definition of a wage rate.

32.05 Any employee who has worked a plant holiday will also be entitled to a day off with pay at his/her regular base rate within the six (6) month period following the holiday, on a day mutually satisfactory to the employee and Management. The employee may, if he/she so elects, receive the holiday pay without time off.

32.06 If a plant holiday should fall during the weekend i.e., Saturday or Sunday, the following Monday shall be designated as the day of observance for the holiday.

Article 33. VACATIONS

33.01 All employees who have completed one (1) year of continuous employment shall receive a vacation with pay two (2) weeks at a time convenient to the Company and shall receive as vacation pay four per cent (4%) of all earnings in the twelve (12) month period prior to their anniversary date.

33.02 All employees who have completed five (5) years of continuous employment prior to July 1 shall receive a vacation with pay of three (3) weeks at a time convenient to the Company and shall receive as vacation pay six per cent (6%) of all earnings in the twelve (12) months preceding July 1.

33.03 All employees who have completed ten (10) years of continuous employment prior to July 1 shall receive a vacation with pay of four (4) weeks at a time convenient to the Company and shall receive as vacation pay eight per cent (8%) of all earnings in the twelve (12) months preceding July 1.

33.04 All employees who have completed twenty (20) years of continuous employment prior to July 1 shall receive a vacation with pay of five (5) weeks at a time convenient to the Company and shall receive as vacation pay ten per cent (10%) of all earnings in the twelve (12) months preceding July 1.

33.05 A seniority employee with five or more years of continuous employment prior to July 1 will be entitled to vacation pay described in Article 33 - Section 2, 3, or 4, except that if the employee has worked 1200 hours or more during the vacation year, the employee's vacation pay will not be less than forty hours' pay at his/her base rate of pay - on July 1st - for each full week of entitlement.

33.06 The vacation year shall run from July 1 to June 30. A vacation entitlement earned in a vacation year must be taken in that vacation year and shall not accumulate

from one vacation year to another.

33.07 An employee shall receive his/her vacation pay when he/she receives his/her vacation. Employees may opt to have a lump sum payout on June 30.

Article 34. WAGES

34.01 During the term of this Agreement, the Company and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in the Wage Schedules attached which are hereby made part of the Agreement.

Article 35. GENERAL WAGE INCREASE

Wage earnings for the duration of this Collective Agreement will be as outlined in Schedule A.

Wages	Year 1 \$0.30	Year 2 \$0.25	Year 3 \$0.25
COLA	To be rolled in each year		

Article 36. NEW EMPLOYEES: EXTENDED WAGE RATE PROGRESSION PERIOD, SCHEDULE 'D'

36.01 Probationary employees commencing their first day of employment after the date of ratification shall be subject to the following wage rate(s) and wage rate(s) progression and not in accordance with the regular schedule. It should be noted that in all other matters, the provisions of the Collective Agreement shall apply.

36.02 Application

Employees will be paid according to the following formula:

Starting Rate: Employees shall receive 80% of the current hourly rate up to the end of probationary period.

Article 37. SEVERANCE PAY

37.01 In the event that the Company should decide to permanently close the plant and terminate the service of employees, such employees who are terminated will be entitled to sixty (60) hours of termination pay and severance pay for each full year of service. In no event will there be duplication between this provision and the Employment Standards Act.

37.02 Adjustment Program

During negotiations, the Company and the Union agreed to participate in an adjustment program in the event of a plant closure or plant relocation.

A Committee of no less than six (6) people, three (3) from the Union and three (3) from the Company, would make up the Labour Adjustment Committee. The purpose of this Committee would be to assist displaced workers obtain comparable employment through job search initiatives, needs assessment, confidential counselling, and other measures which may be agreed to by the Committee and discussed with the Company prior to implementation.

Note: The Adjustment Committee will be provided with a one day adjustment program orientation session, on Company time.

A further training session on specifics relative to adjustment issues and processes will be provided should the Committee determine the need for such. The training will be conducted by an instructor mutually agreed to by the Committee, in plant and on Company time.

The Company will provide adequate Company paid release time to the members of the Adjustment Committee to effectively attend to adjustment program business.

The Company will provide office space for an Action Centre. Company paid release time will be provided for a fulltime Union Co-ordinator to staff the Action Centre.

Article 38. Bereavement Leave

38.01 Up to five (5) days compassionate leave with pay will be granted to an employee losing time from regular work to attend the funeral of, or to settle details of the estate of a deceased member of his/her immediate family. Immediate family is defined as wife, husband, son, daughter, step-son, step-daughter, father, mother, step-father and step-mother, brother and sister.

38.02 Up to three (3) days compassionate leave with pay will be granted to an employee losing time from regular work to attend the funeral of, or to settle details of the estate of a deceased member of his/her family. Family is defined as step-brother, step-sister, mother-in-law, father-in-law, grandparents and grandchildren.

38.03 Up to one (1) day compassionate leave with pay will be granted to an employee losing time from regular work to attend the funeral of sister-in-law, brother-in-law, spouse's grandparents.

38.04 Common-law or same-sex partner relationships will be considered as being for the purpose of the above sections when the common-law or same-sex partner relationship has been previously registered with the Human Resources Department and the employee automatically relinquishes their previous partner relationship. There shall be no duplication of any type of bereavement due to an in-law situation.

Article 39. PAID EDUCATION LEAVE

39.01 The Company agrees to pay into a special fund \$.03 per hour per employee, in each year of the collective agreement for all compensated hours, for the purpose of providing paid education leave as follows:

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 on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to: C.A.W. Leadership Training Fund, R.R.1, CAW Road 25, Port Elgin, Ontario N0H 2C5. The Company 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 up to twenty (20) days of class time, plus reasonable travel time where necessary.

Article 40. JURY DUTY/SUBPOENAED WITNESS

40.01 Any seniority employee who is called to and reports for jury duty or is subpoenaed as a witness shall be compensated by the Company by being paid the difference between the employee's hourly rate and the rate paid by the Court per day for each day of jury duty or witness duty performed on which the employee otherwise would have been scheduled to work for the Company and does not work. Such compensation shall be payable only if the employee gives the Company prior notice of such jury duty or witness duty call and presents proper evidence as to the jury duty or witness duty performed. It is understood that if an employee is called and dismissed so that he/she can come in to work by noon, this will be expected of him/her.

Article 41. PENSION PLAN

41.01 PENSION PLAN

The pension benefits are governed by the pension plan agreement.

- (a)** Effective June 1, 2006, the benefit level will be \$41.50 per month per credited year of service for active employees on that date.
- (b)** Effective June 1, 2007, the benefit level will be increased by \$0.50 from \$41.50 to \$42.00 per month per credited year of service for active employees on that date.
- (c)** Effective June 1, 2008, the benefit level will be increased by \$1.00 from \$42.00 to \$43.00 per month per credited year of service for active employees on that date.

(Maintenance additional \$0.50 in each of years 2 and 3)

41.02 Disability Retirement:

- (a) Effective June 1, 2006, the pension plan text (Section 6.03 (2)) will be amended to read \$550.00.
- (b) Effective June 1, 1994, the pension plan text (Section 5.04) will be amended to read 10 or more years of credited service.

41.03 Service Maximum Pension:

- (a) Effective June 1, 1994, the pension plan text (Section 6.04 (3) (b)) will be amended to delete 'consecutive'; however, William Mercer Limited will be authorized to place wording in the text to ensure that the Plan Text complies with the Income Tax Act and its Regulations.
- (b) Early Retirement – One-Quarter Percent (1/4%) reduction per month.
- (c) **Early Retirement Incentive:**
In the event that a member of the pension plan should retire from active service at anytime after the period from June 1, **2006** and at the member's retirement date during this period, the member has attained at least age 60, the member will be entitled to receive an "early retirement incentive."

The early retirement incentive:

- Will be paid monthly.
- Will be paid to the member directly by the company outside the pension plan.
- Will commence to be paid at the same time the member elects to commence receiving his pension **from** the pension plan, but not earlier than the first day of the month coincident with or next following the member's attainment of age 60, and
- Will be paid to the member until the first day of the month immediately preceding the earlier of the member's death or the member's attainment of age 65.

The monthly amount of the early retirement incentive will equal **\$20.00** multiplied by the member's credited service under the

pension plan as at his retirement date, to a maximum of 30 such years.

It is understood that the provision of the early retirement incentive is intended to assist those employees who will reach age 60 after the period from June 1, 2003 with the transition from the workforce to retirement before their normal retirement age. Drug coverage and all other benefits will continue to age 65.

41.04 WSIB Absences

Further to discussions with William Mercer Limited, the interpretation and administration of Section 9.03 (6) does not apply to WSIB absences.

Article 42. GROUP INSURANCE

42.01 The Company reserves the right to choose the insurance carriers with the understanding that there shall be no reduction in the benefits herein provided.

42.02 The benefit overages are governed by the terms of the master policy. If there is any inconsistency, the actual provisions of the policy shall apply without exception.

42.03 The Company agrees to pay the following premiums for all seniority employees and provide information pertaining to these plans.

(a) Life Insurance, Accidental Death and Dismemberment (Employees)

Effective June 1, 2006, the coverage will be increased by \$1,000 for all active seniority employees from \$42,000 to \$43,000.

Effective June 1, 2007, the coverage will be increased by \$1,000 for all active seniority employees from \$43,000 to \$44,000.

(b) \$.35 Drug Plan (Employee and their dependents)

(c) Weekly Sickness & Accident Benefit (Employees)

(1) Effective June 1, 2003, the benefit will be fifty five percent (55%) of the employee's regular weekly pay. The maximum period off will remain at fifty two (52) weeks.

Note: In the event that the Company requests a medical note per the Company rules, the Company agrees to pay the cost of the note. The note will be given to the Human Resources Department.

- (d) **Group Insurance/Dental** (Employees and their dependents)
- (e) **Ortho:** Effective June 1, 2006, Orthodontic, crowns, bridges coverage at 50% with a lifetime maximum of \$1,650.00 per person.
- (f) **Adult Dental Check-Ups:** Adults will be limited to check-ups every 6 months.
 - (1) Effective June 1, 2006, the O.D.A. Schedule will be increased to 2005.
 - (2) Effective June 1, 2007, the O.D.A. Schedule will be increased to 2006.
 - (3) Effective June 1, 2008, the O.D.A. Schedule will be increased to 2007.
- (g) The company will continue to pay premiums for Life Insurance, 35 cent Drug Plan, Vision Care and Dental Insurance under the following circumstances & effective June 1, 2006 – Chiropractor or Physiotherapy coverage to a maximum of \$300 per year. Additional eye exams covered to \$85 per 24 month period effective June 1, 2006.
 - (1) In the case of an employee on lay-off, the month of which the lay-off occurred plus the following month,
 - (2) In the case of an employee absent due to sickness or injury, for the period during which the employee is entitled to Weekly Sickness and Accident Benefits.
- (h) **Vision Care:** Effective June 1, 2003, a plan for employees and their dependents of \$210.00 every two (2) consecutive calendar years.
- (i) **Hearing Aides:** Effective June 1, 2006, the Company agrees to pay up to \$1000. dollars every four (4) years for Doctor prescribed Hearing Aides.
- (j) **Long-Term Disability (Employee):** Effective June 1, 2004 the company will provide a long-term disability plan to all seniority employees that covers fifty percent (50%) of the employees base hourly pay rate for a standard scheduled week with a maximum benefit of \$500/week. Payment commences following a twelve (12) month waiting period and is subject to the terms and conditions of the master contract.

Employees will co-pay 50% of the premium.

Save as noted above, the eligibility guidelines of the long-term disability will be similar to those of the currently present in the Salaried Long term Disability Plan.

42.04 Advance Pay – WSIB

The Company upon the request of the employee, will advance \$300 to an employee for each week (to a maximum 4 weeks) that the employee is entitled to a Workers' Compensation payment, until the employee has received his/her initial WSIB cheque and provided the employee signs an agreement to repay the advances. Repayment of such advances may be made by one of the following:

- (1) cash
- (2) sign over WSIB cheque(s) to the Company If the advance is not repaid within two (2) weeks of receipt of the Workers' Compensation cheque, the Company may deduct the outstanding amount from monies owed to the employee, including accrued vacation.

Article 43. Production By Supervisors

43.01 It is recognized that it is appropriate for supervisors and other excluded employees to perform the work of represented employees only in the following circumstances:

- (a) In the instruction of employees; in experimental work, new models and samples.
- (b) In the performance of necessary work when production difficulties are encountered on a job.

Persons excluded from the bargaining unit will not, however, displace any represented employees.

Article 44. COST OF LIVING ALLOWANCE

44.01 All employees covered by this Agreement shall be entitled to a cost of living allowance.

44.02 The cost of living allowance shall be determined in accordance with changes in the Consumer Price Index published by Statistics Canada - time reference 1986 = 100.

44.03 The Consumer Price Index on which any adjustments will be made is the Index for February, 1996, except as specified under Section 46.05. Adjustments will be made upwards or downwards as indicated by the Index, but in no event will a decline in the Index below that of February 1994, provide a basis for deduction below the wage scales

for job classifications as outlined in the wage schedules of this Agreement.

44.04 Effective on a quarterly basis following June 1, 1996, calculations will be made based on an adjustment of one cent (\$.01) for each .0958 change in the Index. The effective date for the adjustments in each of the dates shown below shall be the first Monday after the CPI is released by Statistics Canada.

<u>Effective Date of Adjustment</u>	<u>Based on Statistics CPI Published For</u>
June	Average of March, April, May
September	Average of June, July, August
December	Average of Sept., Oct., Nov.
March	Average of Dec., Jan., Feb.

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

44.06 The above describes the method of calculating the C.O.L.A. for the term of this Agreement.

44.07 COLA will be rolled into the base rate for each year of the Collective Agreement.

Article 45. Employee Assistance Program

45.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in assisting employees. The Company will maintain a formal Employee Assistance Program (EAP).

45.02 The Company will provide a policy towards dealing with substance abuse. The Company's policy will include referral of employees to appropriate counselling services, treatment, or rehabilitation facilities as well as any financial issues arising from an employees involvement in such programs.

45.03 The Company will pay the premiums for all normal group insurance benefits while the employee is under a medically prescribed treatment program or while attending a treatment facility. A person while under a prescribed treatment program or attending the facility will be entitled to Weekly Indemnity.

45.04 It is recognized that the Company reserves the right to verify a person's attendance while at a prescribed treatment program.

45.05 There will be a two (2) member Committee consisting of representation from the Company and the Shop Committee. Meetings will be scheduled during regular working hours (7:00 a.m. at 3:30 p.m., Monday to Friday) and Committee members will receive their regular straight time wages while in attendance. Employees from other shifts who are requested to attend these meetings will receive overtime at the appropriate rate.

Article 46. NO STRIKES - NO LOCKOUTS

46.01 In view of the provisions of the orderly settlement of grievances, there shall be no lockouts by the Company or any strike, sit-down, slowdown or suspension of work by the Union during the term of this Agreement.

Article 47. WORK ASSIGNMENTS

47.01 The Company may assign employees to work within their respective grade within their department on the same shift. Such assignments will not constitute a lay-off within the meaning of this Collective Agreement.

Employees referenced herein shall retain overtime rights in accordance with Article 27.

47.02 Employees referenced in 48.01 and 48.02 above shall retain overtime rights first to his/her job and department on the shift regardless of any subsequent assignments. Failing that, normal overtime procedure will apply per Article 27.

Article 48. TERMINATION

48.01 This Agreement shall remain in effect from **June 1, 2006**, until **May 31, 2009**, and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in effect from year to year without change.

48.02 Notice that amendments are required, or that either party intends to terminate the Agreement, shall only be given during the period ninety (90) days and not less than thirty (30) days prior to the expiry date.

48.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation.

48.04 During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions of this Agreement shall remain in full force and effect.

FOR THE COMPANY


Scott Gayer Human Resources Manager


Scott Gayer General Manager

FOR THE UNION


Guy Havel Representative, CAW


Julie Pines Local CAW President


Jeff Johnson Plant Supervisor

June 1, 2006

LETTER OF UNDERSTANDING

CELLULAR MANUFACTURING

The Company and the Union have met on a number of occasions to discuss cellular manufacturing wherein the workplace will be divided into work cells consisting of employees who work together to produce a process or product.

In the case of labour-management discussions the following understandings have been arrived at to transition to work cells in an orderly process.

- 1) The fundamentals of a work cell are:
 - Job rotation
 - Full process knowledge
 - Shared responsibility
 - Flexible work teams
 - A commitment to safe and ergonomically sound work practices and working conditions.

- 2) Prior to a cell being introduced:
 - (a) An ergonomic assessment will be conducted of all jobs within the proposed cell and discussed with the health and safety committee.

 - (b) If there is to be job rotation within the cell the order of rotation and the schedule of rotation will be assessed for ergonomic appropriateness.

 - (c) Everyone in the cell will be provided with the required training. The scope, nature, content, delivery and schedule of the training will be reviewed with the Union prior to implementation.

- 3) Once a cell is established:
 - (a) If there is to be a job rotation within the cell, the schedule will be discussed with the work cell team of cross-training and it will be posted. If there are changes to the schedule they will be discussed with the work cell team.

- (b) If a training matrix is used, individual scores will not be posted and where additional reasonable training is required it will be provided.
 - (c) Where a rotation schedule is established, any changes will be discussed with the work cell team prior to implementation. The Company understands the impact that rotation schedule changes may have on employees and as such will endeavour to minimize rotation schedule changes.
- 4) Those employees holding the same work Grade will be cross-trained to work as a team/cell system.
 - 5) All employees in the Grade will rotate within their cell once trained on each position within that cell.
 - 6) All employees in the Grade will know each work function in the cell in their Grade.
 - 7) All employees shall be deemed qualified to perform Grade 4 and 5 work functions with minimal instructions.
 - 8) For Grades 2 through 3 qualifications will be established by the Company.
 - 9) The Company will determine when an employee will be rotated through the various work functions within a cell in their Grade.

In order to maintain a posting within a cell, the employee must possess the qualifications, skills and ability to perform all work functions in the defined cell in their Grade.

In the event of lay-off of employees either temporary or permanent, the respective sections (14.02 and 14.03) of Article 14 will apply.

- 10) The Company reserves the right to cross-train individuals in a work cell to a higher Grade in order to have the necessary employees qualified to perform such work functions. The Company will post such opportunities that are available:
 - (a) to the employees posted in the work cell on that shift by seniority.
 - (b) Failing suitable accommodation, the Company can cross-train the junior person in the cell.

- 11) The Company reserves the right to cross-train individuals in a Grade in their department in order to have the necessary employees qualified to perform such work functions. The Company will post such opportunities that are available:
 - (a) to the employees posted in the department on that shift by seniority.
 - (b) failing suitable applicants the Company can cross-train the junior person in the Grade in the department.
- 12) All Grade 5 employees that are not part of a cell will be classified as general help.
- 13) Any employee who does not hold a posted position will be included in Grade 5.

June 01, 2006

Letter of Understanding

Cell Overtime Administration

Weekday Overtime with cell rotation greater than or equal to 1 day

If the cell has rotations within it of greater than or equal to 1 day (ie. Maximum 5 rotations on a 5 day week where each employee begins his/her shift at a new function within the cell), the employee performing the function within the cell on the shift where overtime is required will receive the overtime, failing that, the most senior qualified employee within the cell will be offered the overtime, failing that, the overtime requirement will be posted in the plant as a voluntary overtime sheet where current Collective Agreement provisions regarding the posting will prevail.

Weekday Overtime with cell rotation less than 1 day

If the cell has rotations within it of less than 1 day (ie. Rotating more than once per day where each employee works on two or more functions within the cell on any given shift), the senior qualified employee within the cell (within the grade) where overtime is required will receive the overtime, failing that, the next senior qualified employee within the cell will be offered the overtime, down to the most junior qualified employee within the cell. If the overtime requirement is not filled at that point, the overtime requirement will be posted in the plant as a voluntary overtime sheet where current Collective Agreement provisions regarding the posting will prevail.

Weekend Overtime

Weekend overtime within a cell will be offered to the most senior qualified employees within the cell (on the same shift), down to the most junior qualified employee within the cell (on the off shifts), via the posted weekend voluntary overtime sheets. If the overtime requirement is not fulfilled, the overtime will be awarded to the most senior qualified employee outside the cell.

This Agreement is governed under the stipulations set forth in the Collective Agreement, Letter of Understanding for Cellular Manufacturing.

June 1, 2006

Letter of Understanding

Workplace Illness Investigation

The company and the union agree that workplace illnesses require proper investigation and process. The joint health and safety committee will review documented reported cases of workplace illnesses. The protocol of investigation will include as a minimum the conditions of the workplace, symptoms reported and relevant facts that can assist in the analysis.

The company will assist in the reporting process giving due consideration to the confidentiality of the employee's illness.

June 1, 2006

Letter of Understanding

Fire Fighters Insurance

While fighting a fire at work, each employee will be covered for Accidental Death insurance in the amount of one hundred and fifty thousand dollars (\$150,000). This is in addition to the Accidental Death insurance to which all employees are entitled under the collective agreement.

June 1, 2006

Letter of Understanding

Human Rights Training

The Company and Union will jointly prepare training sessions on Human Rights for all bargaining unit employees. The Company will consider the CAW, among others, when considering qualified trainers.

June 1, 2006

Letter of Understanding

Maintenance Weekend Workers

In the event that either the Company or the Union identifies a possible opportunity for a weekend worker schedule in Maintenance, the matter will be reviewed with the Union's skilled trades representative, the Shop Committee and a C.A.W. National Representative.

June 1, 2006

Letter of Understanding

Harassment and Discrimination: Investigation Procedure

A complaint of harassment or discrimination will be investigated with total confidentiality by a joint committee consisting of the Union Plant Chairperson and the Human Resources Manager or alternate, or when absent, their alternates. The complainant, respondent and witnesses will be interviewed by the above joint committee. Such complaints will be investigated in a timely fashion.

At the conclusion of the investigation, normally within ten (10) working days, the Union Plant Chairperson shall be free to discuss the complaint, investigation and resolution with the President of CAW Local 1859. The Human resources manager or alternate shall be free to discuss the complaint, investigation and resolution with the General Manager of the Company. Both parties shall discuss an appropriate resolution of the complaint.

Any supervisor who receives a complaint of harassment or discrimination from a bargaining unit employee will immediately contact the Human resources manager or alternate and/or the Plant Chairperson.

June 1, 2006

Letter of Understanding

Medical Resolution

If a dispute exists between the employee's doctor and the Company's doctor, a third doctor, mutually determined by the Company and the Union, will examine the employee. In such cases, the Company will pay the cost of the third doctor and any time lost from work, if any, as a result of the appointment with the third doctor. The third doctor's decision shall be binding upon the Company, the Union and the employee.

June 1, 2006

LETTER OF UNDERSTANDING

Moulding Press

When the monitoring system determines that levels of ammonia and phenol have exceeded sixty-five per cent (65%) of Ministry of Labour maximum standards (i.e. OHS time-weighted averages), the Company will take immediate action in order to return to such lower levels as soon as possible. Such action may include temporarily shutting down the affected press if necessary.

June 1, 2006

Letter of Understanding

Samples & Prototypes

It is the Company's intention to continue its historical practise of involving both bargaining unit and non-bargaining unit people in the preparation of samples and prototypes within the plant and, from time to time, at off-site locations.

When bargaining unit employees are required, the following procedure will apply.

1. Once each calendar year, commencing after the ratification of the current Collective Agreement, the Company will post for employees interested in participating in this kind of work.
2. When appropriate work is available, it will be offered to the most senior employee(s) who shall be free to accept or decline.
3. It is recognized that some assignments are intermittent in nature and consistency is important. They may, for example, run for two (2) days, break for a week or more and then resume again. An employee(s) selected for an assignment shall continue through to its conclusion.
4. Seniority notwithstanding, an experienced employee may be sent on a job with an inexperienced employee until such time as the inexperienced employee has demonstrated a level of competence acceptable to the Company.
5. The Company will provide training as it deems necessary.
6. The Company reserves the right to remove any employee from the list based upon inadequate performance and/or insufficient skills, subject to the grievance procedure.
7. The Union will be advised of off-site assignments.
8. The Company will pay for the employee's reasonable expenses for accommodation and meals when working off-site. Employees will turn in their receipts or receive a cash advance as determined by the Company.
9. Employees working off-site will be paid for travel time to and from the job as well as for time actually worked but not for off-duty time (eg. sleeping).

June 1, 2006

Letter of Understanding

Smoking

The Company agrees to maintain designated smoking areas for the duration of the Collective Agreement subject to applicable local or provincial laws and regulations.

June 1, 2006

Letter of Understanding

Testing

It is not the Company's intention to routinely use formal testing procedures prior to identifying successful bidders to job postings. However, it is recognized that there are specific classifications and/or jobs for which testing is an appropriate tool in order to assess the aptitude and ability of employees for a particular vacancy i.e. the Skilled Trades classifications and the Laboratory Technician classification. It is further recognized that, in the future, testing may be appropriate, after the appropriate training is provided, if new jobs are created and/or there is a major change to the duties of an existing job.

It is the Company's intention to administer tests without bias and to ensure that the questions and/or subject material contained therein are relevant to the work to be performed within the job classification.

Where testing is a requirement, the Company will advise the employee(s) concerned in advance (minimum of 48 hours notice), indicating the nature of the test (the kinds of questions to be asked) and the standard to be reached.

Those who successfully complete a test will be awarded the job posting. Those who are unsuccessful will have access to the grievance procedure if they so desire.

June 1, 2006

Letter of Understanding

Retention of Employees Out Of Line Of Seniority

It is the intention of the Company and the Union that, in the event of a reduction in the work force resulting in the retention of employees out of the line of seniority for a period in excess of five (5) working days due to the lay-off procedure, the Company Representative(s) and the Union Committee will confer within five (5) working days to make satisfactory arrangements to return a senior person.

June 1, 2006

Letter of Understanding

Skilled Trades

During negotiations, the Company and the Union recognized the need to improve the participation of engineering, maintenance and production personnel in the installations of new equipment and ongoing preventative maintenance efforts. Both parties further agree that such improvements will be realized through the formation of a committee that will meet on a regular basis to address the sharing of ideas and information, the attendance of the Skilled Trades Representative at weekly maintenance planning meetings, the development of a electronic median for communicating within the maintenance department from shift to shift and the establishment of a training needs analysis to identify skill requirements.

In an effort to reduce the outsourcing of maintenance work a list of skilled contracted work will be maintained and a training matrix will be developed to ensure that our internal trades can satisfy such needs, as deemed effective, in the future. The aforementioned list and matrix will be made available to the Skilled Trades Representative, when requested.

June 5,2003

Letter of Understanding

Skilled Trades Apprenticeship Program

Please be advised that the course outline for our Industrial Skilled Trades Program will be updated in accordance with the Ministry of Skills Development Regulations.

An employee entering the program will be accredited all hours worked in that specific trade while employed at Mastico and in accordance with the Ministry of Skills Development Regulations.

All hours worked in that trade during apprentice program including overtime.

Commuting and child care expenses received from the Ministry will not be deducted from the employee's pay while attending school.

Probationary employees will not be entered in the apprenticeship program.

Education: As required by the Ministry.

June 1, 2006

Letter of Understanding

Temporary Transfers Outside Of Bargaining Unit

It is recognized that the Company may, upon agreement with the Union, from time to time temporarily transfer bargaining unit employees to jobs outside of the bargaining unit. In the event that such transfers occur, the Company will post such positions and select the applicant who has the greatest seniority providing such person is capable and able to perform the work required. It is recognized by the Union that the Company is allowing bargaining unit employees to perform such work on a 'without prejudice' basis concerning the Company's jurisdiction over such jobs. In the event of a dispute, the Company or the Union reserves the right to cease the practice. During such temporary transfers, the employee will not hold overtime rights to their posted position, but may fill other overtime opportunities.

June 1, 2006

Letter of Understanding

Waiting Period Pay – Weekly Sickness and Accident Benefit

Provided that the employee has made a timely and proper submission of the necessary application and required documentation to the Insurance carrier, and three (3) weeks have elapsed from the date of such application and no payment has been received by the employee, the Company upon request of the employee will advance \$300.00 to such employee for each week (to a maximum of 4 weeks) that the employee is entitled to such benefits payment, until the employee has received his/her initial weekly sickness and accident benefit cheque and provided the employee signs an agreement to repay the advances. Repayment of such advances may be made by one of the following:

- a) cash
- b) sign over the cheque from the insurance carrier; or
- c) set off the amount owing against vacation pay or banked overtime pay.

SCHEDULE A

Grade	Classification	1-Jun-05 New Base	1-Jun-06 COLA Roll in	1-Jun-06 Base Adjust	1-Jun-06 New Base	1-Jun-07 COLA Roll in	1-Jun-07 Base Adjust	1-Jun-07 New Base	1-Jun-08 COLA Roll in	1-Jun-08 Base Adjust	1-Jun-08 New Base
1	Cert Ind. Elect Technician	\$28.13		\$0.30			\$0.25			\$0.25	
2	Industrial Millwright, Cert. Electrician, MIC	\$27.48		\$0.30			\$0.25			\$0.25	
3	Operator, Fibre Line Operator, Molding Operator, TPM Shunt Driver Maintenance Helper, PIC Die Maker, Utility Shipper/Receiver, S/R Inspector Lab Technician (Add \$0.66)	\$21.35		\$0.30			\$0.25			\$0.25	
4	Line Operator, Mastic Line Operator, Molding A-F Line Operator, Fork Lift Line Operator, Package Tray, Side Cowl	\$21.08		\$0.30			\$0.25			\$0.25	
5	General, Stackers, Baler, Helper, Janitor General, Light Assembly General	\$20.60		\$0.30			\$0.25			\$0.25	

September 4, 2003

Letter of Understanding

Casual Overtime Workforce

In the event that the Company cannot enlist sufficient volunteers for overtime as required, and only after the proper overtime procedure as outlined in the Collective Agreement has been exhausted, the Company may then enlist casual workers, preferably sons and or daughters of current employees who are on the approved list as set out below.

The criteria is 18 years of age or has completed grade 12. Will receive 80% of current rate of classification. Will not have seniority rights. Will not receive benefits other than their right to WSIB. Will have received the appropriate training and orientation prior to commencement of their first shift. Will not be a member of CAW Local 1859.