
AGREEMENT

Entered into on the **FIRST** day of **APRIL 2004**

By and Between:

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**
(hereinafter referred to as the "Company")

and

**NATIONAL AUTOMOBILE.
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF
CANADA AND ITS LOCAL 195 C.A.W.**
(hereinafter referred to as the "Union")

Any dispute arising over interpretation **of** the language printed in **this** booklet, the original signed Collective Agreement papers will be consulted, and if any difference or discrepancies occur between the two, then the original signed Collective Agreement will prevail over the printed words in this booklet.

01996(08)

INDEX

TOPIC	ARTICLE NUMBER	PAGE NUMBER
Arbitration	13-19	12
Bereavement	72	54
Bulletin Boards	40	26
Change in Shift Premium	44	30
Cost of Living Allowance	73	56
Discipline Procedures	20-22	13
General	65-67	50
Grievance Procedure	12	11
Health and Safety	53	35
Hours of Work	43	30
Injury Allowance	51	34
Job Classifications	74	58
Job Posting Procedure	37	22
Job Security	42	28
Jury Duty and Crown		
Witness Pay	71	54
Layoff	31-35	20
Leaves of Absence	38-39	25
Letters of Understanding		69-155
New Hires	77	63
Night Premium	47	33
No Discrimination	10	4
Overtime Emergency		
Call Back	45	31
Overtime Rates and		
Conditions	46	31
Paid Personal Holidays	60	40

INDEX

TOPIC	ARTICLE NUMBER	PAGE NUMBER
Payment of Wages	.52	.34
Pension Plan	.69	.51
Promotions and Transfers	36(a)	.21
Purpose	.1	.1
Recognized Holidays	.54-59	.37
Reporting Allowance	.50	.34
Representation	.11	.4
Rest Period	.49	.34
Scope and Recognition	.2-9	.2
Seniority	.23-29	.14
Swing Shift	.68	.51
Social Security	.62-64	.45
Supplemental		
Unemployment Benefits	.70	.54
Temporary Layoff	.30	.19
Temporary Part-Time		
Employees	.76	.61
Temporary Transfers in		
Plant	36(b)	.21
Termination Clause	.78	.67
Union Security	.41	.26
Vacation with Pay	.61	.41
Wage	.75	.60
Wash-up	.48	.33

LETTERS INDE

TOPIC	PAGE NUMBER
Letters of Understanding	69
Employee Call in Procedure	70
Employee Identification Badges	72
Workers Compensation and S&A	
Benefits	73
Paid Education Leave Contributions	74
Casual Help	75
Steady Shift for Schooling and Personal Reasons	76
Die Setter Trainee	78
Third Shift Staffing	79
New Hires	80
Coveralls	81
Reports from Company	82
Employee Rehabilitation	83
Job Postings	84
Use of Jitney Driver	85
Returning Employees For	
Disability	86
First Aid Tool Crib - Third Shift	88
Holiday Pay Qualification -	
Clause 57	89
Lead Testing	90
Spare Man Die Setter	91
Midnight Shift Requests	92
Supervision Working	93
Lunch Hour Clocking Out	94
Vacation Scheduling	95
First Aid Certification	96

LETTERS INDEX

TOPIC**PAGE NUMBER**

Paved Parking Lot	97
Common-Law Spouse	98
Use of Industrial Nurse	99
New Technology	101
Ventilation and Heating	102
Payment of Sickness & Accident Benefits	103
Steady Day Shift - Group III Only	104
Departmentalization	106
Employee Pay Stubs	107
Employee Relief	108
Computer - Union Office	109
Work Area - Safety Committee	110
Last Day Before Christmas	111
Overtime	112
Die Setter Training	113
Insurance Plans	114
Lockers	115
Access to OT Records	116
Sub	117
Disputed W.I and L.T.D. Claims	120
Ventilation	123
Microwaves	124
Posting for First Aid and Tool Crib Vacancy	125
Pay Telephones	126
Life Insurance	127
Smoking Areas	128

LETTERS INDEX

TOPIC	PAGE NUMBER
Gate	129
Canada Day Holiday	130
National Auto Radiator Union Plant Fund	131
Retiree	132
Pension	133
Disability Pension	135
Early Retirement Due to Occupational Disability	137
Oil Pan Checker	139
GS Drug Plan 3P Co-Pay	140
Advances for Delayed S & A Claims	141
Paid Absence Allowance Days	143
Recognized Holidays	144
Chair's Union Time - Gate Pass Process	145
Employees Failing to Punch In Or Out	146
Job Duties	147
SUB Plans	148
Chair Person Hours on OT	149
Internet	150
Calendar	152

MEMORANDUM OF AGREEMENT

Entered into on the **FIRST** day of **APRIL 2004**
By and Between:

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**
(hereinafter referred to as the "Company")

and

**NATIONAL AUTOMOBILE.
AEROSPACE, TRANSPORTATION
GENERAL WORKERS OF
CANADA AND ITS LOCAL 195 C.A.W.**
(hereinafter referred to as the "Union")

WITNESSED:

PURPOSE:

- 1.** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its Employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all employees who are subject to the provisions of this Agreement. Omissions of specific mention in this contract of rights and privileges established by management will not be construed to deprive employees of such rights and privileges.

SCOPE AND RECOGNITION:

2. The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Company at its Windsor plant, save and except supervisors, persons above the **rank** of supervisor and office staff.
3. The Union recognizes *the* right of ~~the~~ Company to hire, assign work, promote and demote, transfer, suspend or otherwise discipline for just cause and discharge for just cause any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations and to make and later from time to time rules and regulations to be observed by employees. A copy **of** amended or new rules and regulations will be given to the Union prior to posting, such rules and regulations shall not be inconsistent **with** the provisions of this Agreement.

4. The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
5. The Union agrees that Local 195, National Automobile, Aerospace, Transportation and General Workers of Canada (C.A.W.) (hereinafter referred to as the "Local") is a branch thereof, chartered by and in good standing with it. The Union represents that the membership of said Local has fully ratified this Agreement and authorized its execution **by** the Union.

6. Supervisors and all other supervisory employees above the rank of supervisor are not eligible for membership in the Union and shall not perform the regular work of an employee in the bargaining unit except in the following:
 - (a) in the instruction or training of employees;
 - (b) in the performance of necessary work when production difficulties are encountered on the job, provided there is a set up man present.
 - (c) in the development of the method of operation provided, however, that the act of performing the aforementioned operation in itself, does not reduce the hours of work or pay of any employee.
 - (d) in an emergency. An emergency for the purpose of this sub-clause exists when actions must be taken immediately to protect operations or to minimize damage. However, an attempt shall be made to contact the employees normally performing the work without unreasonable delay.
 - (e) to fill in for absent employees at shift start-up for a time period not to exceed five (5) minutes
7. Other employees who are not subject to the provisions of **this** Agreement shall not perform **any** work which is normally performed by those employees who are subject to the provisions of this Agreement.
8. The Company will provide the Union with a list of supervisors, superintendents, members of the management committee, the Company's nominees on the safety committee and any other per-

sons with authority and will indicate by appropriate **job** titles the nature and extent of their authority and will keep such list up to date at all times.

9. The Union, the **Local** and the members of the Union **or** the Local shall not, on Company time, conduct Union activities except as in this Agreement expressly provided, nor shall Union meetings of any kind **be** held at any time on the Company's premises without the prior written consent of the Company on request of the Chairman of the Committee.

NO DISCRIMINATION:

10. The Company and the Union agree that there will be no discrimination against any employee because of race, sex, religion, national origin, sexual orientation or because **of** their membership *or* position in the Union.

REPRESENTATION

11. (a) The Union may appoint and the Company shall recognize a Shop Committee for the purpose of representation and processing of grievances.
- (b) The representation shall be as follows:
- (1) The Chairman, Vice Chairman and Recording Secretary shall form the negotiating committee and the inplant committee on the day shift only and shall be scheduled to **work** the day shift.
 - (2) The Committee shall also consist of one committeeman each **on** the day, after-

noon and midnight shift to function and be recognized by the Company during the time such shift is operating. If the afternoon shift **or** midnight shift have more than fifty (50) bargaining **unit** members working on the shift, the Union may appoint an additional committeeman to be recognized. (The Company will recognize the Shop Committee as current practice until April 1,2002.)

- (c) Each committeeman at the time of their appointment shall be permanently domiciled in Canada and shall have at least three (3) months seniority with the Company. The Union shall notify the Company in writing, from time to time, of the names of the **com-**mitteemen, their respective dates of appointment, the names, if any, of those former committeemen who are being replaced or discontinued and the name of the Chairman of the Committee.
- (d) It is understood and agreed that committeemen, as well **as** other employees, have regular duties to perform. Committeemen, with the approval of the department supervisor where they **are** respectively employed (such approval shall not be unjustly withheld) shall be permitted during their working hours, without loss of time or pay, to leave their regular duties for a reasonable period of time to adjust and present grievances, or any other matters pertaining to union business in this agreement, subject to a maximum absence from their regular duties of two (2) hours within the hours comprising one (1) working day, and further limitation of such time of three (3) hours in any two (2) consecutive days in any one (1) calendar week.

The supervisors must be advised of the nature of the grievance or other matters pertaining to union business in this agreement before permission will be granted.

Whenever, in the opinion **of** the supervisor concerned, more than a reasonable period of time shall have been taken by a committeeman to accomplish such adjustment and presentation, the supervisor of the department to which the committeeman is attached shall decline to approve payment to such committeeman **for** such excess time.

- (e) (1) The Plant Chairman shall be allowed eight (8) hours per day, with no loss of pay, **if** the active employment at the plant exceed 150 bargaining unit employees.

In the event that the active employment is below 150 bargaining **unit** employees, the above eight (8) hours shall be reduced to **four** (4) hours per day.

- (2) (i) The Vice-chairman shall be allowed in **addition to the time limits** outlined in clause (d) above, **an** additional period of four (4) hours per day **for** the purpose of administering this Agreement, providing the active employment at the plant exceeds 175 bargaining unit employees. The Vice Chairman will also be allowed to attend Workers Compensation Hearings or meetings scheduled with the Board. The Vice-Chairman shall also be allowed to call or meet with the carriers of the Company benefit plans. Such time to be part of the allowance indicated above. Prior notice to the Company will be required before leaving the plant.

- (ii) The Recording Secretary shall be allowed in addition to the time limits outlined in clause (d) above, an additional period of two (2) hours per day for the purpose of administering this Agreement, providing the active employment at the plant exceeds 200 bargaining unit employees.
- (3) During negotiations for the renewal of the Collective Agreement, the Company will pay the negotiating committee of not more than four (4) employees, at their straight time hourly rates, for time spent in negotiations with the Company's Plant. Such time will include six (6) working days for the preparation of Union Proposals, provided prior written notice is received by the Company of such dates. There will not be any overtime wages for time spent in negotiation or negotiation preparation. The fourth member of the negotiating committee will rotate shifts and not be subject to the conditions of clause 11 (b) (1).
- (4) The Plant Chairman shall be allowed to utilize part of the time allowed in 11 (e) (1) to function as Plant Chairman outside the plant, while meeting with National or Local Union officers on business arising out of this Agreement, or to attend funerals of deceased Union members or retirees covered by this Agreement, without loss of pay. This article shall be limited to a maximum of sixteen (16) hours out of plant paid time in any calendar week, or such additional time as mutually agreed upon.

- (f) **A National Representative or Representatives of the Union may be present and participate in any meetings of the Shop Committee and the Company.**
- (g) The Union recognizes and agrees that members of the Shop Committee have regular duties to perform in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement.
- (h) **(1) A conference between the Company representatives and the Plant Committee, with or without the Union representative, shall be called when agreed upon. Matters proposed to be discussed at a conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party, not less than twenty-four (24) hours before the time for which the conference is arranged.**
- (2) All answers to such matters discussed at such a conference shall be in writing and given to the committee no later than five (5) working days following such conference.**
- (i) In the event that the Chairman is absent from the plant, the Vice-chairman may assume the position of the Plant Chairman. When both the Plant Chairman and Vice-chairman are absent, the Recording Secretary may assume the position of Plant Chairman. However, unless the Vice Chair or Recording Secretary have been in the position for five full consecutive regular working days, the provisions of

Article 11(e) (4), the letter of understanding re the Chair's Union time, Articles 11 (m) and 11 (n) of the collective agreement do not apply.

- (j) The Company shall provide a Union office for the Chairman of the Plant Committee. Such office shall be equipped with a telephone. These facilities will be provided subject to the following:
 - (1) The office will be used only by the Chairman and members of the Shop Committee for conducting Union Business.
 - (2) The telephone will provide outside line service during the Company's office day shift hours only and will be used solely for calls dealing with Union business.
- (k) When a member of the Committee is called by the Company to attend a meeting which commences prior to or continues beyond their regular shift, they shall be paid their regular hourly rate for such time spent at such meeting.
- (l) Notwithstanding their seniority status, a member of the Negotiating Committee, in the event of a layoff or reduction in their classification, shall be continued at work as long as work is available which they are able to do.
 - (1) Notwithstanding his seniority status a committeeman who is not a member of the Negotiating Committee shall in the event of a reduction in his classification or layoff be continued at work on the following basis:

- (2) He shall be continued at work in his classification in line with his seniority and shall he removed from his classification in the event his seniority would have removed him, had he not been a committeeman.
- (3) Thereafter, if removed from his classification, he shall be continued at other work in the plant as long as there is work in the plant that he is able to do.
- (4) A committeeman shall be returned in line with his seniority to his classification when his classification is either continued or increased and his seniority would allow him to be returned.
- (m) When eight (8) or more employees are to work overtime in the plant, the Union representative or designated alternate representative on that shift will be one of the employees so scheduled provided they are willing and able to do the work required.

If overtime is required and Union representation is available by a representative who is working on another shift at the same time, then the representative from the other shift shall be the Union representative for all people working.

If a committeeman is missing on the next shift, and overtime which runs concurrently with the next shift is scheduled, a committeeman from the shift working overtime will work, and he will designate a committeeman, at the end of his overtime, who will represent employees until the end of the shift.

- (n) In the event there are fifteen (15) employees scheduled to work weekend overtime in the plant, on the day shift, the Plant Chairman shall be scheduled to work on that day on the day shift as a full time representative. This clause shall only apply when the active employment at the plant exceeds 150 bargaining unit employees. This paragraph applies to the Chair only and does not apply to anyone acting in his absence unless they have been acting as the Chair for five full continuous working days.

GRIEVANCE PROCEDURE:

12. STEP 1

Any employee having a grievance shall first submit same to his supervisor or personnel manager in writing, either directly or through the relevant committeeman. It shall be optional to the Company to decline to consider any grievance, the alleged circumstances of which originated or occurred more than five (5) working days prior to its presentation. The supervisor or Personnel Manager shall deal with the grievance and deliver their answer in writing to the committeeman no later than the fifth working day next following the day upon which they received the grievance.

Probationary employees shall have no rights to the grievance procedure under any terms of the Collective Agreement.

STEP 2

If the decision of the supervisor or personnel manager be not satisfactory to the employee concerned and/or the Union, thereupon the grievance

shall be placed on an agenda for consideration at the next conference between the Management and the Shop Committee.

The Management Committee shall give its written decision on the grievance within five (5) full working days following the meeting and if the decision be still unsatisfactory to the employee and/or the Union, the grievance may be submitted to arbitration. **If** the grievance is not referred to arbitration and clause 13 is not being applied within fifteen (15) working days after the final written answer by the Company, the grievance shall be deemed to have been withdrawn unless written notice to the contrary has been received.

ARBITRATION:

- 13.** **If** Management's decision is not satisfactory to the Union or to the employee concerned, written notice of appeal may be served on the management within five (5) regular working days of the delivery **of** the decision, appealing therefrom to an impartial arbitrator to be selected by the parties, or if such parties fail to select an arbitrator within five (5) regular working days of the receipt **by** Management of the notice **of** appeal, then the Ministry of Labour for the Province of Ontario, shall designate the arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

The time limits listed in this clause can be extended by signed mutual agreement.

- 14.** The arbitrator shall not have jurisdiction to alter or change any of the provisions **of** this Agreement or to substitute any new provisions in this Agreement or **to** deal with any matter not covered by 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.

15. 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.
16. An allegation by the Union that the Company has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance to the management. Failing satisfactory settlement, the policy grievance may then be appealed to an arbitrator selected as herein provided.
17. The procedure in this section equally shall apply to a grievance lodged by a group of employees.
18. The expense, if any, of the arbitrator shall be divided equally between the Company and the Union and their respective shares be paid by them to the arbitrator.
19. At no time can an employee or group of employees lodge a grievance on behalf of another employee.

DISCIPLINE PROCEDURES:

20. **When** an employee has been dismissed or suspended they shall be advised that they may interview with his committeeman, in private, **for** a reasonable length of time before leaving the plant premises.
21. A claim by an employee that he has been wrongfully suspended **for** more than five (5) days of

discharge shall be treated as a special grievance if a written statement of such grievance be lodged with the management within three (3) working days. Failing satisfactory settlement, the grievance may then be appealed to an arbitrator selected as herein provide.

22. (a) When a demerit slip is issued against an employee, such demerit slip will remain against the record of the employee for a period of twelve (12) months and that demerit slip will then be removed from his record.
- (b) When an employee is called to an interview by a member of supervision and the subject of the interview is to be recorded or written discipline, the employee will be so informed before the interview and will be advised to have his committeeman present. Unless the employee directs that the committeeman not be in attendance, the supervisor will send for the committeeman and the interview will not proceed until the committeeman is present.
- (c) In the event that an employee is disciplined, the Company shall notify the Union in writing, immediately after any written disciplinary actions have been imposed, stating in such notice the reason or reasons for the disciplinary action and the discipline imposed.

It is agreed that no employee will be disciplined for following a direction from a member of supervision that may be contrary to a previous direction.

SENIORITY:

23. Fundamentally, the rules respecting seniority are designed to give employees an equitable measure

of security based on length of seniority with the Company.

24. The expression "occupational group" when used herein shall mean one or more groups of employees, the members of which are qualified to perform any certain operations **or** duties therein as specified by the Company, subject to the grievance procedure.

25. Upon completion of sixty (60) scheduled days worked within any period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority list of **an** occupational group in which he is employed.

Employees shall be considered probationary employees until they have become eligible for the seniority list as above provided, and probationary employees shall not have seniority rights or access to the grievance procedure upon being **laid** off or discharged by the Company.

26. Employees' names shall appear on the seniority list in order **of** their respective dates of hiring.

Employees hired on the same date, after April 1, 1989, shall appear in order of their clock number sequence.

The date of hiring of any employee placed on the seniority list, after sixty (60) working days of intermittent employment within any twelve(12) consecutive months, shall be their date of hire.

27. Seniority rights of employees shall be exercised as follows:

(a) In the event of layoff, an employee in the general occupational group shall be entitled to exercise their seniority over an employee in this group having less seniority, providing

they are able and willing to do the different type of work required of them:

- (b) In the event of layoff, an employee who is not included in the general occupational group shall be entitled to exercise their seniority over an employee in the general occupational group having less seniority in the plant, providing they are able and willing to do the different type of work required of them;
- (c) If an employee who is covered by the terms of this Collective Agreement is promoted or transferred to a job outside the bargaining unit, then that person shall have the right, within a period of ninety (90) days following the date on which he was transferred or promoted to a job outside the bargaining unit, to return to the bargaining unit in line with their seniority.
- (d) In the event of an employee suffering a major disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by mutual agreement between the Company and the Union, but in the event of layoff or recall after a layoff, they shall be subject to the seniority provisions of this Agreement, which would have applied had they not been disabled. Following recall after layoff, exception may again be made to the seniority provisions of this Agreement in favour of such employee.
- (e) When an employee is absent on Workers Compensation and is declared able by the Workers Compensation Board to return to work, both the Company and the Union agree that **such** employee may be placed in

the job classification to which the Workers Compensation Board designates within his capacity, provided he is willing and able to perform, and is qualified to perform, notwithstanding any conflict in the job posting or seniority procedures.

- (f) Employees laid off from their job classification shall be eligible to return to their previously held classification, provided their plant-wide seniority is sufficient to allow them to displace a junior employee in that classification.

28. Seniority rights and employment shall cease for any of the following reasons:

- (a) If the employee quits his employment.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is absent for three (3) consecutive working days without advising the Company, giving satisfactory reasons.
- (d) If the employee fails to return to work within six (6) days after notification to do so is sent to his address on record with the Company, unless he furnishes satisfactory reasons for such failure.
- (e) If the employee accepts other employment while on leave of absence (except for medical reasons with the consent of both the Company and the Union).
- (f) (1) If an employee with up to one (1) year seniority has been laid off for a period of twelve (12) months.

- (2) If an employee with more than one (1) year seniority has been laid off for a period of twenty-four (24) months or a period equal to his seniority at the date when he last performed work for the Company, whichever is greater.
- (g) If the employee retires or is retired under the normal or early retirement provisions of the National Auto Radiator Manufacturing Company Limited Pension Plan.
- (h) If the employee is transferred or promoted to an excluded position pursuant to Article 27 (c) and does not transfer back within a ninety (90) day period.
- (i) **An** employee convicted of an offense under the Ontario Highway Traffic Act or convicted of an offense arising out of the operation of a motor vehicle under the Criminal Code and who is absent from work for not more than one (1) year or for any additional period of time, subject to specific terms and conditions mutually acceptable to both parties, as the result of his one time only conviction or incarceration pending the disposition of the charges against him, shall he treated as though they were on a leave of absence.
- (j) If an employee with one (1) year or more of seniority is imprisoned following a conviction for an offense other than one arising out of the operation of a motor vehicle and if the sentence is for one hundred and twenty (120) days or less, the Company will accept the sentence on a one time only basis as a satisfactory reason.

29. (a) Seniority lists for each occupational **group**, the accuracy of which has been agreed to on behalf of the Local in writing, shall be maintained at all times by the Company and shall be made available to committeeman for inspection to the extent reasonably necessary for any committeeman to ascertain the seniority status of an employee within his jurisdiction.
- (b) The Company shall post revised seniority lists as required in each occupational group every three (3) months.
- (c) Seniority lists of permanent employees shall be maintained by the Company on a plant-wide basis and each shall list the seniority date of each employee in order of hire.
- (d) A master seniority list shall be supplied to the Chairman of the Plant Committee in order that he may ascertain the seniority of any employee at any time.
- (e) The Company agrees that they **shall** give the Union Chairman a list of names and dates of hire of all new employees within seven (7) days of their being hired.

TEMPORARY LAYOFF

30. In the event **of** a layoff which appears to the Company unlikely to be of longer duration than three (3) calendar days, reduction of the working force may proceed without regard to seniority, provided no employee shall **be** laid off under this subparagraph more than three (3) times in any one calendar year.

If, within said three (3) calendar days, it becomes apparent to the Company that the layoff is to exceed that period then, as soon as the same becomes apparent to the Company, the layoff shall take place according to seniority.

LAYOFF:

31. If there is a general reduction in the number of employees in the Company's Windsor plants, probationary employees shall be the **first** to be laid off and thereafter layoffs shall take place according to seniority procedure and shall be plant-wide.

Whenever the question of ability becomes a dispute during a layoff, the following procedure shall be applied

The employee so involved in such a dispute shall be placed on the job in dispute and shall be given a three (3) day trial period to prove that he can or cannot do the job.

Employees in Group III shall not be entitled to exercise seniority in Groups I and II on a layoff.

32. Employees with seniority in the plant shall be rehired in the reverse order of layoffs.
33. A probationary employee who is being separated from the payroll of the Company due to a reduction of employees, shall be informed at the time of separation whether he is being laid off temporarily or permanently.
34. During a layoff or a rehire after a layoff, the Company will give first consideration to probationary employees with the greatest amount of service.

35. Whenever possible, the Company will give twenty-four (24) hours notice of layoff to employees.

36. (a) PROMOTIONS AND TRANSFERS

The Company and the Union agree that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be the first to be demoted or transferred, providing in either case that the employee or employees involved are willing and able to do the work required.

An employee transferred from one group or classification to another group or classification within the bargaining unit shall incur no loss of seniority in his original group or classification for a period of thirty (30) days after the date of his transfer. However, an employee so transferred shall, upon expiration of such thirty (30) day period, exercise their full seniority in their new group or classification.

(b) TEMPORARY TRANSFERS - IN PLANT

When employees are being temporarily transferred to another department, the following procedures will be followed

- (1) High seniority employees will be the last to be transferred, at the beginning of the shift, when work is not available in their department.
- (2) When a line is being shut down and not all employees from that line are being sent out to different departments, the supervisor will retain the high seniority employees in the department from that

line, on work available that is not currently being performed at the time of the shut down.

- (3) Employees on a specific job due to a disability will be exempt from transfer.
- (4) Any employees transferred under the Temporary Transfer - Inplant clause to another department for that day will not be able to apply the options of this clause in the department they are transferred to.

JOB POSTING PROCEDURE.

37. (a) In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) working days, before new employees are hired, in order to allow employees with seniority to apply. The Union Committee shall be notified of the names of the successful bidders within a five (5) working day period immediately following the expiration of the job posting.

Notwithstanding the foregoing provisions of this clause, if an employee is absent from work during a period of such posting because of accident, illness, vacation or layoff, he shall be entitled to bid for any vacancy which was posted during his absence, provided he does so within five (5) working days of his return and provided the posting occurred in the three (3) months prior to the return to work.

- (b) In filling jobs under this job posting procedure, the employee with the greatest seniority who applied for the job will be given prefer-

ence provided he has the qualifications and ability to fulfill the requirements of the job. The management reserves the right to hire outside help, provided there are **no** applicants capable of performing the work required.

- (c) The Company will decide within thirty **(30)** calendar days of placing a successful applicant into a posted job whether he can satisfactorily fill the position, subject thereto, the employee must, within the same thirty **(30)** calendar day period, make his final decision to accept or refuse the job.
- (d) In case the employee is not retained in the job by the Company, or **in** case of his refusal of the same, **as** above provided, he will thereupon be returned to his former job without loss of seniority and any other employee affected thereby will be returned to his job on a similar basis and thereafter the original job will be filled in accordance with the **pro-**visions of Clause 37(b).
- (e) Employees with greater seniority who are unsuccessful in bidding on such jobs under this section shall be advised, on their request, why they did not qualify. This will be in written form upon request by the employee concerned.
- (f) If an employee successfully bids on a job (excluding spare jobs under Clause (g) of this Article) he may not bid on any job posting in the plant for three **(3)** months from the date he was selected to fill the vacancy.
- (g) Posting for "spare men" to fill temporary vacancies will be made during January of 1996 and every two **(2)** years thereafter. A list of ten (10) applicants selected by the

Company for each of the ten (10) temporary jobs will be supplied to the Union. The list shall be posted and shall become effective on the first Monday following that date. An employee shall not be entitled to more than one (1) temporary job. If an employee is absent from work during a period of such posting because of accident, illness, vacation or layoff, he shall be entitled to bid for any vacancy, provided he does so within five (5) working days of his return and provided the posting occurred in the three months prior to the return to work.

The temporary jobs will cover Die Setter Trainee, Jitney Driver, Automatic Press Operator, Janitor, Crane Operator, Repair Welder and Lubricator only.

The next most seniority employee from the January posting will fill any vacancies that occur in the temporary job list.

- (h) Where a dispute arises regarding the placement of the most senior employee on the job, the more senior applicant shall be allowed a reasonable time on the **job** to prove his ability to do the work under normal conditions, such time period shall be up to a maximum of ten (10) working days.

If the Company finds it necessary to remove the employee prior to the tenth (10th) day of the time period, the reasons for such decision shall be discussed with the Union, subject to the grievance procedure.

- (i) At the request of the Plant Chairman, the Supervisor or Personnel Manager shall discuss with him the filling of a vacancy posted under this section before filling such job.

- (j) It is further agreed that this article shall not apply to a vacancy created by a temporary condition, provided that after five (5) working days and until the condition becomes permanent, the Company will fill the vacancy by seniority from among the employees who are able and willing to perform the work and who have previously applied for the job on a posting.
- (k) Employees shall only be eligible to hold one (1) next in line position within the classifications in the plant, save and except those outlined in Clause 37(g).
- (l) Employee will receive the wages of the job they are filling in the next-in-line temporary job.

LEAVES OF ABSENCE

- 38. Upon written application, stating the reason for the request of leave of absence, leaves of absence may be granted to employees without loss of seniority, such leaves of absence not to exceed sixty (60) days in any calendar year. Any deviation from this rule must be agreeable to the Company.
- 39. The Company will grant leaves of absence to employees for Union business on written request of Local 195, received by the Company at least forty-eight (48) hours prior to the commencement of the leave.

Not more than two (2) employees shall be absent on Paid Educational Leave at any one time.

In addition to the above two (2) employees, not more than two (2) employees shall be absent on other Union leave at any one time.

No more than two (2) employees out of any one classification in Groups I and II shall be absent at any one time. These restrictions shall not include any employee absent because they have been elected or appointed to a full-time position in Local 195, C.A.W. or the National Union, C.A.W. or the negotiating committee of four (4) employees **or** three (3) employees for attendance to general Council meetings of Local 195, C.A.W.

An employee absent under a leave of absence **for** less than **six** months shall have full continuance of seniority, pensions crediting, **and** holiday pay within the conditions outlined **in** Clause 57.

An employee absent under a leave of absence **for** a continuous period **of** six (6) months or more will continue to accumulate seniority. However, benefits will be discontinued for the period of the leave and **such** time will not be deemed as hours worked for the purpose of calculating pension credits.

BULLETIN BOARDS:

40. Bulletin boards will be provided by the Company for the use **of** the Company and the Union. Any notice to be posted by the Union **OR** the boards shall be approved by the management before posting.

UNION SECURITY:

41. (a) All employees shall become members of the Union within four (4) weeks of their hiring and will be required to continue to be members of the Union as a condition to their employment.

- (b) The Company will deduct from the pay of each employee who is a member of the Union and probationary employees, the monthly dues, initiation fees and other assessments and dues authorized by the constitution and bylaws of the Union.
- (c) (1) All sums deducted as above, together with a record of those from whose pay deductions have been made and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the appropriate Local by the tenth (10th) day of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.
- (2) (i) A list of the total Union dues deducted from each employee during a calendar year will be submitted to the Financial Secretary of the Union by no later than March 1st in each year.
- (ii) Union dues will be deducted from regular pay and vacation pay.
- (iii) The monthly Union dues list submitted to the Financial Secretary will indicate the reason for a non-deduction.
- (d) The recording, in the books of the Company, of the amounts deducted shall constitute such amounts as monies held by the Company in trust for the appropriate Local.
- (e) At the time T4 Income Tax slips are issued to the employees, a list showing the address, telephone number and Social Insurance num-

ber of each of these employees will be sent to the Financial Secretary of the Union.

- (f) The Union agrees to indemnify and save the Company harmless against any and all liability arising out of the foregoing deductions, once they have been turned over to the Financial Secretary of the local Union.

42. JOB SECURITY:

If the Company begins operations at a new facility within the county of Essex, the Company will recognize the C.A.W. as the bargaining agent for all employees, as defined in Clause (2) of this Agreement, at the new facility.

In the event there is a reduction in the work force, resulting in a layoff of an individual with a seniority date prior to Nov. 15, 1985, for a layoff period exceeding one (1) year, the Company agrees that such individual affected will have the opportunity to be hired, at the first available opening, at the new facility, subject to that individual being willing and able to do the available work, under the terms and conditions at the new facility.

The Company agrees to meet with the Union Committee prior to the outsourcing of production work. Such meeting shall be to:

- (1) State the reasons for the outsourcing.
- (2) Identify work to be outsourced.

For the purpose of this Agreement, outsourced work shall be deemed not to include the following:

- (a) Service Production work:
- (b) Production work removed by the customer;
- (c) Any work that is of a developmental nature or which has not run in a production mode for a three (3) year period;
- (d) Any production work which has been removed from the premises for a period of two (2) years and such removal has not had a direct effect on work force levels;
- (e) Any work or service done at the Company that is not of a production manufacturing nature:
- (f) Work for which the Company does not possess the capability or equipment necessary to do the work.

The Company agrees, **in** the event there **is a** reduction in the work force resulting in the layoff **of** employees with a seniority date prior to November 15, 1985 for a period which exceeds one (1) year. to return the necessary outsourced production work to the plant.

Outsourced work, subject to the above definition, shall be deemed to be **any** work that has been removed from the plant after the effective date of this Agreement.

Changes to existing tooling which results in part number changes will be considered bargaining unit work, under the provisions of this Article.

The Company agrees to present the Union with a list of the production part numbers that are currently assigned to the facility.

HOURS OF WORK

43. (a) In the scheduling of normal shifts on a two (2) shift basis, one-half hour will be provided between shifts.

(b) The regular work week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive.

The normal hours of work are from 10:45 p.m. Sunday through Saturday 12:15 a.m. This applies when the plant is working on a three (3) shift basis.

The period from 10:45 p.m. until 12:00 p.m. Sunday and from 12:00 a.m. until 12:15 a.m. Saturday, shall not be considered premium time so **long as** it is part of any employee's normal eight-hour schedule.

(c) The Company may make adjustments in shift schedules for **not** more *than* five (5) *non-productive* employees at any one time, up to one (1) hour.

(d) On a three-shift rotation, one of every third shift will be a day shift.

CHANGE IN SHIFT PREMIUM:

44. An employee who is required by the Company to change his shift on any day Monday to Friday after he has started work on his regular shift on Monday without receiving twenty-four (24) hours

notice of such shift change shall be paid at the rate of time and one-half (1-1/2) for all hours worked on the first changed shift.

OVERTIME EMERGENCY CALL-BACK

- 45.** Any employee who has completed his shift and has clocked out and is then asked to work overtime shall receive a minimum of four (**4**) hours pay at overtime rates **for** such additional work.

OVERTIME RATES AND CONDITIONS:

- 46. (a)** Any work performed by an employee in excess of eight (8) hours during any regular shift and all time worked on a Saturday will be paid at the rate of time and one-half (1-1/2) their regular rate of pay.
- (b)** Any work performed by an employee in excess of four (**4**) hours after the regular quitting time of a regular shift and all hours worked on a Sunday **or** a recognized holiday will be paid at the rate of two (2) times their regular rate of pay.
- (c)** The allowance of overtime payment **for** any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating double payment for overtime or holiday time.
- (d)** All overtime shall be voluntary.
- (e)** In the event of urgency or emergency, overtime work for which no qualified employee will volunteer, the **Union** agrees to cooperate with the Company in providing sufficient qualified workers to perform such work.

- (f) The Company will post a list of employees authorized to work Saturday overtime, each Thursday by 3:00 p.m. This posting will not restrict the Company's rights to add or delete names from the list should customer requirements change.
- (g) Overtime shall be distributed within a twenty (20) hour differential in all classifications, to provide a measure of balance. Any differential shall be brought into balance within the pursuing month. Balancing will be done within each respective shift.
- (h) Employees who are absent for any reason or who do not request to work the available overtime and by the level of their overtime would have been selected to work the available overtime, shall be credited with the overtime hours worked.
- (i) Any employee who acquires seniority or who changes job classifications shall be credited with the highest overtime standing of their classification at that time.
- (j) All authorized overtime shall be calculated in fifteen (15) minute segments.
- (k) Any employee who is available for overtime will be required to identify their availability by inputting their clock number into the overtime system as directed by the Company. Any employee who fails to make such an input will be subject to assignment of hours, if they would have been eligible due to the level of their total hours, at the time of availability. Once an employee has punched in for overtime, it is no longer voluntary. Employees who are selected for overtime and

fail to work shall be charged double the assignment of hours.

- (l) A probationary employee shall not work overtime until all seniority employees normally performing the work in that classification have been requested to work.
- (m) The Company agrees to post an overtime report, on a weekly basis, indicating the total hours accumulated through work, refusal and assignment.
- (n) The overtime records of all employees will be zeroed out on the first work day of January each year.

NIGHT PREMIUM

47. On any second shift starting later than 3:00 p.m., employees shall be paid an off-shift premium of seventy-five (75) cents per hour. On any third shift starting later than 11:00 p.m., employees shall be paid an off-shift premium of one (\$1.00) dollar per hour.

Such premium shall be included in the hourly rate for the calculation of overtime.

WASH-UP:

48. The Company will grant a wash-up period of five (5) minutes prior to the commencement of the lunch period and shift quitting time.

REST PERIOD.

- 49.** A ten (10) minute work break will be observed during each half shift.

REPORTING ALLOWANCE

- 50.** An employee reporting for work on the instructions of the Company, but for whom there is less than four (4) hours of work available at his regular job, or no work available at his regular job, shall be paid **four** (4) hours at the rate he would have received if he had worked.

This provision shall not apply when such lack of work is due to labour dispute, fire, flood, or other cause beyond the control of the Company.

INJURY ALLOWANCE:

- 51.** An employee injured on the job shall be paid for the balance of his shift on which the injury occurred, if the attending doctor sends him home.

If, as a result of such injury, the employee is sent home or to an outside hospital or to a doctor **of** the employee's choice, the Company will make available transportation for such injured employee, provided the location **of** the treating facility is within the limits of the city of Windsor.

PAYMENT OF WAGES:

- 52.** For the purpose of computing wages, the pay period shall end on Sunday midnight.

Payments of wages shall be paid by direct deposit. Wages will be deposited into the employees' bank accounts no later than

10:00 a.m. every Thursday. Pay cheques or pay stubs will be put in sealed envelopes.

When Friday is a paid holiday or banking holiday, wages shall be paid in that week on the Wednesday preceding the Friday during working hours.

In the event a payroll error in an employee's weekly wage occurs, the difference shall be paid to the employee within twenty-four (24) hours. Such corrections shall be made within the time limit when the amount exceeds Thirty Five Dollars (\$35.00), otherwise corrections ~~are~~ to be made up on the following weekly pay. The Company will institute the system for all employees no later than September 1, 1998.

HEALTH AND SAFETY:

- 53. (a)** The Company and the Union committee agrees to maintain the highest standards of safety, health sanitation and working conditions in the plant. The Company has the responsibility of providing the cleaning and janitorial service, proper receptacles, tool racks, approved protective devices, wearing apparel and other equipment necessary to properly protect employees from any **harm** whatsoever. This shall be a continued responsibility of the Company and any practices already established shall not be discontinued.
- (b) A** Safety Committee composed of three (3) representatives of the Company and an equal number of representatives elected by the Union shall meet on a monthly basis to formulate and adopt rules and regulations deemed necessary to promote safety. All members of this Committee shall act as

Safety Inspectors to see that such **rules** and regulations are enforced and to report on all unsafe and unhealthy conditions noted or brought to their attention, with the intention of considering the same at the next monthly meeting of the Committee, except in cases of emergency, when the Committee will meet as soon as possible.

One of the elected members by the Union will be designated as Union Safety Chairman and work on steady day shift.

The Union Safety Chairman shall be allowed two (2) hours per day to deal with matters related to health and safety in the plant, providing the active employment at the plant exceeds 200 bargaining unit employees.

- (c) Rules and regulations adopted by the Safety Committee shall **be** posted on all bulletin boards throughout the plant.
- (d) The Company **will** pay, at the end of each calendar year, **to** all employees who have worked five hundred (500) hours during the year, with one (1) or more years of seniority, the sum of one hundred and thirty dollars (\$130.00) as an allowance **for** the purchase of safety shoes. Employees who have retired within the calendar year prior to the payment being made, will also receive the payment, provided they worked the five hundred (500) hours during the year and they meet the seniority qualifications.
- (e) **In** the event that an employee refuses to perform the job **to** which he has been assigned because he believes that the operation is unsafe **for** him or any other employees, a representative of the Company and of the

Union, who are members of the Safety Committee, shall examine the operation at once. If both representatives find the operation to be safe, the employee shall carry out the job as assigned.

- (f) The Company agrees that a monthly tour of the plant will be conducted by two (2) members of the Safety Committee, one (1) representing the Union and one (1) representing the Company.
- (g) The Company will supply parkas for employees working on the outside assignments of crane operator, shipping jitney driver and yard jitney driver.

The Company also agrees to provide an enclosure for one (1) jitney to be used outside.

- (h) The Company agrees to provide one (1) pair of prescription safety lenses, authorized by the Company, as its approved source, but such lenses or replacements will be limited to once in a twenty-four (24) month period.

RECOGNIZED HOLIDAYS:

- 54.** The Company will pay all eligible employees with seniority, their regular rate of pay for the following recognized holidays occurring after the date of ratification of this Collective Agreement and during its term:

PAID HOLIDAYS

Holiday	2004	2005	2006
Employee's Birthday	Between April 1/04 to March 31/05	Between April 1/05 to March 31/06	Between April 1/06 to March 31/07
Good Friday	Friday, April 9	Friday, March 25	Friday, April 14
Easter Monday	Monday, April 12	Monday, March 28	Monday, April 17
Victoria Day	Monday, May 24	Monday, May 23	Monday, May 22
Canada Day	Friday, July 2*	Friday, July 1*	Friday, June 30*
Civic Holiday	Monday, August 2	Monday, August 1	Monday, August 7
Labour Day	Monday, Sept. 6	Monday, Sept. 5	Monday, Sept. 4
Thanksgiving Day	Monday, Oct. 11	Monday, Oct. 10	Monday, Oct. 09
Christmas Float	Friday, Dec. 24	Friday, Dec.23	Friday, Dec.22
Christmas Day	Monday, Dec.27	Monday, Dec.26	Monday, Dec. 25
Boxing Day	Tuesday, Dec.28	Tuesday, Dec.27	Tuesday, Dec. 26
Christmas Float	Wednesday, Dec.29	Wednesday, Dec.28	Wednesday, Dec.27
Christmas Float	Thursday, Dec.30	Thursday, Dec.29	Thursday, Dec.28
Christmas Float	Friday, Dec.31	Friday, Dec.30	Friday, Dec.29
New Year's Day	Monday, Jan.3/05	Monday, Jan.2/06	Monday, Jan. 1/07

Agreed: Negotiated number of holidays is 45, including Birthday.

** subject to change*

55. BIRTHDAY

If an employee's birthday falls on a Sunday, Monday, Tuesday or Wednesday, the Monday of that week shall be considered his birthday for the purpose of paid holiday. If an employee's birthday falls on a Thursday, Friday or Saturday, the Friday of that week shall be considered his birthday for the purpose of paid holiday.

In the event an employee's eligible birthday determined as above is already a contractual paid holiday or occurs during his approved vacation, such employee shall have an alternate day off, providing authorization is received in advance from the Company.

56. Any employees required to work on any paid recognized holiday shall receive two (2) times his regular rate, in addition to the recognized holiday pay provided in the preceding paragraph.
57. The employee must have worked the last scheduled work day prior to and the first scheduled work day after the day of observance of the holiday, unless he has been granted leave by the Company or his absence is due to layoff for lack of work or sick leave granted to him, provided, however, that such leave, layoff or sick leave must have commenced within a period of forty-five (45) days prior to the day of observance on which the holiday falls.
- (a) An employee who qualifies under Clause 57 above due to layoff for lack of work and qualifies for the first day of the Christmas Shutdown in any year shall qualify for the total Christmas Shutdown period provided, however, that with respect to the Christmas Shutdown, an employee who misses the last

scheduled work day prior to the commencement of the shutdown or the first scheduled work day after the shutdown and is otherwise eligible for holiday pay will lose only two (2) days holiday pay.

58. An employee reporting for work no later than two (2) hours after the regular starting time of his work period or who fails to complete such work period on his last scheduled work day after the day of observance of a holiday shall not be eligible. This clause shall not apply if an employee furnishes satisfactory reasons.
59. Any employee who agreed to work on any such holiday and fails to do so shall not be eligible for any pay therefore, unless he furnishes to the Company satisfactory reasons for his absence.

PAID PERSONAL HOLIDAYS:

60. Employees with one (1) or more years seniority shall receive six (6) paid personal holidays in each contract year of this Agreement provided they have performed work for the Company for at least one thousand (1000) hours during the qualifying year. Paid Union time, Birthdays, Statutory Holidays and PPH days **shall** be considered working hours under this clause on a pro rata basis.

Employees may take any day as their paid personal day off (PPH), subject to the limits defined below;

Employees shall request in writing on available forms, one (1) calendar week in advance, when possible, for their personal days off.

One (1) PPH per contract year may be used **on** a call-in basis.

Subject to the Company's discretion, not more than (15) employees can be off on paid personal holidays at any given time. Applications will be granted on a "first come, first served" basis, subject to production and staffing requirements.

Subject to any overriding production and/or **staffing** concerns, employees may take their PPHs in consecutive weeks, with a maximum of one PPH scheduled per work week. Exceptions may be made to this rule as long as in the Company's opinion production scheduling requirements are not compromised.

Personal days off shall not be taken in the months of July or August unless otherwise authorized by the Company with the exception of the call-in PPH.

If there are employees laid-off due to shortage of work, the Company has the ability to issue **and** designate paid personal holidays not taken within the preceding month before the applicable contract year expires.

Employees who do not take their entire allotment of PPH days will not be compensated for any days remaining unused. However, employees on WSIB or S&A who are unable to use their PPH's prior to the end of the applicable contract year will be paid out for the unused allotment.

VACATION WITH PAY:

- 61.** All employees of the Company will receive vacations with pay as of July first (1st) of any year as follows:
 - (a)** Employees with less than one (1) year of service will receive a sum **of** four **(4)** percent of their gross earnings for the twelve (12)

months immediately preceding July first (1st) of each year in question and seniority employees shall have the option of having one (1) week off, consistent with the provisions of Paragraph 61(d).

The Company shall also have the option of giving one (1) week off to those seniority employees not willing to exercise the above option. This will only apply when there are not non-seniority employees at work in the Plant.

- (b) Employees who have more than one (1) year of service will receive the vacations herein specified with pay at the percentage of the gross earnings for the twelve (12) months immediately preceding July first (1st) of any year as hereinafter designated, provided they have performed work for the Company for at least one thousand (1,000) compensated hours during the qualifying year. Paid Union time, Personal Holidays (P.P.H.), Birthday and Statutory Holidays shall be considered compensated hours under this clause.

Time lost due to compensable injury to be counted as time worked to a maximum of fifty-two (52) weeks.

SERVICE AS OF JUNE 30

One (1) year but less than five (5) years

4% 10 days 80 hours

Five (5) years but less than ten (10) years

6% 15 days 120 hours

Ten (10) years hut less than fifteen (15) years

8% 20 days 160 hours

Fifteen (15) years but less ~~than~~ twenty (20) years

11% 25 days 200 hours

Twenty (20) years hut less than twenty-three (23) years

12% 25 days 200 hours

Twenty-three (23) years hut less ~~than~~ twenty-eight (28) years

13% 25 days 200 hours

Twenty-eight (28) years plus

14% 25 days 200 hours

Employees vacation pay will be based on the above schedule, with employees receiving whichever is the greater amount.

Employees who have worked less than one thousand (1,000) compensated hours during the qualifying **period** shall receive vacation pay and time off entitlement on a pro-rata basis of the above schedule, based on their seniority entitlement.

(e) Any employee whose service is terminated shall receive vacation pay on a pro-rata basis of the above schedule.

(b) PAID ABSENCE ALLOWANCE DAYS

Employees entitled to five (5) weeks vacation will he allowed, each year, to use five (5) days of their vacation as *Paid Absence Allowance* days.

Employees may take any day as their Paid Absence Allowance (*PAA*) day, subject to the limits defined below;

Employees shall request in writing on available forms, one (1) calendar week in advance, when possible, for their personal days off.

Subject to the Company's discretion, not more than a total of (15) employees can be off on Paid Personal Holidays and Paid Absence Allowance days at any given time. Applications will be granted on a "first come, first served" basis, subject to production and staffing requirements.

Subject to any overriding production and/or staffing concerns, Employees may take their *PAA* days in consecutive weeks, with a maximum of one *PAA* scheduled per work week. Exceptions may be made to this rule as long as in the Company's opinion production scheduling requirements are not compromised.

Paid Absence Allowance days shall not be taken in the months of July or August unless otherwise authorized by the Company.

Paid Absence Allowance days cannot be applied for until the employee has used all outstanding Paid Personal Holidays as outlined in Article 60, except for the one (1) *PPH* per contract year used on a call-in basis.

Paid Absence Allowance days and vacation entitlement not taken or scheduled within the preceding three months before the applicable contract year expires will be issued and designated by the Company.

SOCIAL SECURITY:

62. The Company agrees to pay the full premium costs covering **the** following items **for** employees who have completed one (1) year seniority, and their eligible dependents shall include spouse or common-law spouse and the children of the employee and spouse.

(a) ACTIVE EMPLOYEES, hired prior to March 1, 2004, who have completed **one** (1) year seniority and their eligible dependants

- 1.** Ontario Health Insurance Plan
- 2.** GS Semi-Private Hospitalization Plan
- 3.** GS Drug Plan 3P, \$2.00 co-pay. No coverage for "lifestyle" drugs. Maximum of \$500 coverage per year **for** over the counter drugs.
- 4.** GS Extended Health Care Plan T-4/Out of Province QK-60 day Physio \$500.00 max.
- 5.** GS Dental Plan 74 with \$2000.00 Orthodontal to Age 21 (eligible dependents).
- 6.** GS Vision Care Plan 7 - \$220.00 every 24 months. The Vision Care amount can be used on a one time only basis for Laser Eye Surgery.
- 7.** GS Audio Plan H-1
- 8.** GS Nursing Home Plan N-8 (ward coverage)
- 9.** GS Prosthetic Plan P-9

10. Life Insurance

Effective April 1/04	\$46,000.00
Effective April 1/05	\$46,500.00
Effective April 1/06	\$47,000.00

11. A.D. & D.

Effective April 1/04	\$31,000.00
----------------------	-------------

12. Weekly Indemnity Insurance

The weekly indemnity **for** all eligible employees under the sickness and accident insurance shall be \$540.00, effective April 1/04, increase to \$545.00 effective April 1/05, increase to \$555.00 effective April 1/06.

For a period of fifty-two (52) weeks, such benefits will be payable on the first (1st) day of accident or hospitalization, out-patient procedures, and the fourth (4th) day of sickness, for employees only.

Employees will not receive Weekly Indemnity for any day for which they receive **Holiday** pay from the Company.

The weekly benefit will be calculated and paid on the basis of a seven (7) calendar day week and the carrier will withhold ten percent (10%) for income tax purposes. The parties agree that where benefits are paid due to a motor vehicle accident and a claim is made against a third party, all benefits received under this Collective Agreement will be returned to the Company upon receipt of the insurance money covering full wages

or if full wages are not received, sick and accident benefits will pick up the difference.

13. LONG TERM DISABILITY BENEFITS (LTD)

A plan will be established for seniority employees to age sixty-five (65), or apply for and receive Company Disability Retirement Benefits, commencing on or after April 1/95, providing a disability benefit of one thousand and thirty-three dollars (\$1,033.00) per month. Effective April 1/97, benefit will be one thousand, one hundred and thirty three dollars (\$1133.00) per month. Effective April 1/01, benefit will be one thousand, two hundred dollars (\$1,200.00) per month.

Such benefit to commence after receipt of 52 weeks of Weekly Income Benefits or 52 weeks of benefits due to a compensable injury. However, if the employee is, at the end of the 52 weeks, enrolled in a work retraining program sponsored by the WSIB (WCB) the elimination period for LTD benefits will be extended by the period of retraining to a maximum of an additional two years.

An eligible employee for this benefit must be totally disabled from performing the duties of his regular job, or any available job at National Auto Radiator, during the first 24 months following the elimination period for this benefit. Thereafter, the employee must be unable to engage in any occupation or employ-

ment for which he is reasonably suited by reason of education, training or experience. Available job for the purpose of this paragraph shall not include a job already occupied by a member of the bargaining unit.

Employees qualifying for LTD with more than one (1) year of seniority shall have the insurance outlined in Clause 64(a) continued in force for not less than one hundred and four (104) weeks.

Employees qualifying for LTD shall be covered by life insurance at the rate in effect in Clause 62(a) on the date they qualified for LTD until they reach age sixty-five (65) or qualify for the Company retirement plan.

The sum of the LTD benefit and any other amounts the employee may receive as income and/or benefits related to disability (e.g. WCB or CPP), shall not exceed 80% of the employee's gross salary calculated as of the date the employee became disabled or suffered the compensable injury.

The Company and Union agree that the Plant Chairman will, during the time allowed him for Union business, cooperate with the Company in the administration and processing of pending benefit claims to ensure the proper use of such benefit plans.

63. In the event of a layoff, leave of absence or any interruption of employment, for reasons other than sickness and accident, all insurance shall be

continued in force for three (3) months following the last day of the month in which such interruption in employment occurs for those employees with less than five (5) years seniority. Employees with five (5) or more years seniority shall have the continuation for six (6) months following the last day of the month in which such interruption in employment occurs. Interruption of employment shall not include strike or lock-out.

- 64. (a)** In the case of absence resulting from sickness or accident, the following insurance shall be continued in force for not less than fifty-two (52) weeks, as outlined in Clause 62 and 62(a). Employees absent for compensable **injury** occurring at National Auto Radiator shall be entitled to an additional fifty-two (52) weeks for coverage. For employees with ten (10) years of service, life insurance can be provided until age 65, contingent upon the annual reapplication by employee by April first (1st) of each year.
- (b)** The Company will pay the full premium cost for retirees, spouses and dependents. Retirees to receive:
- 1.** Ontario Health Insurance Plan
 - 2.** GS Semi-Private Hospitalization Plan
 - 3.** GS Drug Plan 3P - \$2.00 co-pay. No coverage for "lifestyle" drugs. Maximum of \$500 coverage per year for over the counter drugs.
 - 4.** GS Extended Health Care Plan T-4
Out of province QJ-180 days
Physio \$500.00 max.

5. GS Dental Plan 74 (No Orthodontal)
6. GS Vision Care Plan 7 • \$220.00 every twenty-four (24) months. The Vision Care amount can be used on a one time only basis for Laser Eye Surgery.
7. GS Audio Plan H-1
8. GS Nursing Home Plan N-8 (ward coverage)
9. GS Prosthetic Plan P-9

The surviving spouse will be covered by the benefits as set out in Clause 64(b) until the spouse remarries or no longer requires coverage. The Company reserves the right to verify the entitlement of the spouse and eligible dependents.

GENERAL

65. No employee shall strike and no employer shall lock out an employee until a Trade Union has become entitled to give and has given notice under Section 13 of the Labour Relations Act, or has given notice under Section 45 of the Labour Relations Act, on behalf of the employee to his employer **or**, in the case of a notice under Section 45 of the Labour Relations Act, has received such notice, and conciliation services have been granted and seven (7) days have elapsed after the report of the Conciliation Board or the mediator has been released by the Minister to the parties of fourteen (14) days have elapsed after the Minister has informed the parties that he does not deem advisable to appoint a Conciliation Board.

66. This Agreement and its terms shall be binding upon the Union and the Company and will be binding upon the said Company in the event that the Company alters the location of its plant and/or operations elsewhere.
67. Company to institute Credit Union check-off in accordance with normal Motorco 3 (Windsor) Credit Union Limited procedures.

SWING SHIFT

68. The Company agrees to swing the shifts every two (2) weeks. Shift changes shall be posted by 11:30 a.m. on the Thursday prior to change.

PENSION PLAN

69. Company and Union agree to the following amendments to the Pension Plan:

BASIC PENSION BENEFIT

- (a) For those retiring on and after April 1/2004
\$43.00 per month.

SUPPLEMENTARY PENSION BENEFIT

From age fifty-five (55) to age sixty-five (65)

- (a) For those retiring on and after April 1/04
\$22.60 per month to a maximum of thirty (30) years

SPECIAL SUPPLEMENTARY BENEFIT

From age fifty-five (55) to **age** sixty (60)

- (a) For those retiring on and after April 1/2004
\$17.75 per month to a maximum of thirty
(30) years

EARLY RETIREMENT

Unreduced benefits for retirement at age fifty-five (55) and thirty (30) years of service

DISABILITY RETIREMENT ELIGIBILITY

Eligibility with ten (10) years employment at any age

VESTING ELIGIBILITY

To **the** Pension Benefits Act of Ontario

PRESENT RETIREES

Employees retiring before April 1/04, increase basic benefit by \$1.00 per month times years of service, effective April 1/04.

LIFE INSURANCE

- (1) Amend Article XVIII of Pension Plan - Life Insurance Coverage for retired employees to provide \$10,000.00 free life insurance for the lives of retired employees, effective April 1/01

- (2) All employees who opt to retire early shall be covered by the Life Insurance as stated in Clause 62(a) until they reach the age of sixty-five (65).

CREDIT SERVICE

Amend Article IX of Pension Plan • credited service to provide that credited service shall include all time spent in receipt of sickness and accident benefits up to forty (40) hours per week and up to one thousand and seven hundred (1,700) hours in a year, provided the employee has compensated hours in that year of at least one hundred and seventy (170) hours.

Credited service shall include all time spent in receipt of benefits from a compensable injury (not exceeding forty (40) hours per week and up to one thousand and seven hundred (1700) hours in a year, until the employee receives an NEL (non economic loss) benefit. However, the maximum amount of such credited service **will** not exceed two (2) years.

TRANSITIONAL SURVIVOR BENEFITS

In the event of the death of an employee who is on the seniority list and who is vested, his surviving spouse shall receive sixty-five percent (65%) of the employee's accrued pension benefit at the time of death, assuming his retirement at age fifty-five (55), payable when said employee would have reached the age of fifty-five (55).

In the event of the death of an active employee with ten (10) or more years of seniority, the spouse and eligible dependents will be covered by all benefits as set out in Article 64(b) of the

Collective Agreement until the spouse remarries or no longer requires the coverage, whichever is earlier. Said spouse and dependents will be required to verify their entitlement to receive these benefits at least once per year.

SUB:

70. As agreed to between the Union and the Company.

JURY DUTY AND CROWN WITNESS PAY

71. (a) Any seniority employee who is called to and reports for jury duty or is subpoenaed and acts as a Crown Witness shall be paid the difference between the amount paid by the Court for such jury duty or witness fee and the amount he would normally have earned at his basic hourly rate for work scheduled by the Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.
- (b) The Company agrees, any Committee person subpoenaed to Court in regard to the Collective Agreement, will not suffer any loss of income or benefits to a maximum of eight (8) hours per day.

BEREAVEMENT:

72. In the event of a death in an employee's family, the employee shall be granted three (3) consecutively scheduled working days leave of absence with pay (exclusive of Saturdays, Sundays and

Paid Holidays) to attend the funeral, provided the employee was otherwise scheduled to work.

The family shall be inclusive of mother, father, sister, brother, spouse or common law spouse, children, step-child, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, grandmother of spouse or grandfather of spouse.

In the event of a death of an employee's spouse or common-law spouse, child, step-child, parent or step-parent, brother or sister, the employee shall be granted two (2) additional days leave of absence under the above noted terms.

To qualify for the above bereavement leave with pay, the employee must attend the funeral. In cases where the employee cannot attend the funeral, they shall receive a one (1) working day leave of absence with pay, except as provided below, if such request is submitted to the Company prior to the funeral.

Where an employee cannot attend the funeral of his father, mother, sister or brother, he shall be given three (3) consecutive scheduled working days compassionate leave with pay, if such request is submitted to the Company documenting such death and relationship.

Sister-in-law shall mean to include the sister of the employee's spouse or the wife of the employee's brother.

Brother-in-law shall mean to include the brother or the employee's spouse or the husband of the employee's sister.

An employee shall not be deemed or considered eligible while on Workers Compensation benefits for Total Disability, Sickness and Accident Insurance Plan or Long Term Disability Plan.

Exception will be made when such leave of absence or vacation is taken expressly for the purpose of bereavement.

COST OF LIVING ALLOWANCE

73. SECTION 1

In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a Cost of Living Allowance shall be paid to each employee, based on the following:

- (a)** Effective **April 1/04**, one dollar and three cents (**\$1.03**) will be folded into the wages of all classifications itemized in this Agreement and the Cost of Living allowance shall be five cents (\$0.05).
- (b)** Cost of Living shall be calculated quarterly and paid weekly on the following basis, commencing **April 1/04**.
- (c)** Cost adjustments will be on a quarterly basis in the months of April, July, October and **January**, based on the Consumer Price Index for the previous month, and commencing with the first pay period after the Consumer Price Index for the previous month is officially published with one cent (\$0.01) adjustment for each .0746 change in the index.
- (d)** The base figure shall be 122.8 (1992=100) and the float will be five cents (\$0.05).
- (e)** For each .0746 (1992=100) increase or decrease in the Cost of Living Index published for that calculation month, an adjust-

ment of one cent (\$0.01) upward or downward in the Cost of Living Allowance shall be made and paid weekly until the next calculation period.

In **no** event shall a decrease in the Consumer **Price** Index (Statistics Canada) below the base figure in (d) above provide a basis for a reduction in the classification wage schedule in this Agreement.

- (g) The Union and the Company agree that, should there be any revision of the Cost of Living Index published by Statistics Canada (1992=100), the Union and the Company will negotiate the manner in which the revised Index will apply to wages. However, in no event will the revised Index generate less than that which would have been generated under the 1992=100 (Statistics Canada) .0746 = 1 cent index.
- (h) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime pay, holiday pay, call-back pay and vacation pay.
- (i) In addition, it is agreed that the Cost of Living shall be paid for hours for which an employee is compensated by the Company thereby excluding Workers Compensation, Sickness and Accident benefits and Long Term Disability.
- (j) No adjustment, retroactive or otherwise, shall be made due to any revision that later may be made in the published figures for the Consumer Price Index for any month on the basis which the allowance has been determined.

JOB CLASSIFICATIONS:

74. ARC AND ACETYLENE.

(MAINTENANCE AND TOOL & DIE)

To be classified in this occupation, an employee must pass a certified Canadian government welding test.

AUTO MECHANIC:

To be classified in this occupation, an employee must have a Government Class 'A' certificate.

TOOL MACHINE OPERATOR (ALL AROUND)

To be classified in this occupation, an employee must be able, discharge responsibility and be able to operate all machines in his jurisdiction.

Persons entering the classification after April 1, 2004 must have a certificate in Tool and Die in Ontario.

MACHINE REPAIR:

Is an employee who can perform and instruct the erection, dismantling, repair and rebuilding of all types of capital equipment without instruction. **Persons** entering the classification after April 1, 2004 must have a Certificate of Qualification as a Millwright in Ontario.

DIE SETTER

Is an employee who can set up all presses and dies to try out and produce a production quality part. Die setters can use the crane for prestaging which shall include putting up the first coil.

DIE SETTER TRAINEE

Is an employee who works within this classification for a period of twelve (12) months as a ~~train-~~ing period.

If an employee goes to the Die Setter Trainee category, he will remain at his present category rate of pay for six (6) months. After he has worked for six (6) months in this category, he will receive a pay increase equal to one-half (½) the difference of his category rate to the prevailing rate of pay within the Die Setter category and he will receive an additional increase in pay of one-half (½) of the original difference in pay for each six (6) months thereafter until he attains the full pay of the Die Setter category prevailing in accordance with the pay schedule.

PRODUCTION LEADER - GROUP II:

The Production Leader leads a group of employees. He performs the regular duties of the group and, in addition, assigns work to the individuals under his direction. He reports directly to the supervisor of the department and will not be involved with the separation or formal disciplinary procedures of the Company. He shall be subject to all terms of the Agreement. A leader may only do set-up work and maintenance on welders, assembly testing and production equipment, excluding die set-up work.

75. WAGES:

Classifications	Apr.1/04	Apr.1/05	Apr.1/06
Skilled Trades			
Maintenance Leader	\$27.82	\$28.07	\$28.32
Arc and Acetylene Welder	\$27.77	\$28.02	\$28.27
Auto Mechanic	\$27.77	\$28.02	\$28.27
Tool Mechanic	\$27.77	\$28.02	\$28.27
Machine Repair A	\$27.72	\$27.97	\$28.22
Semi skilled- Group II			
Production leader	\$26.17	\$26.32	\$26.47
Die Setter	\$26.02	\$26.17	\$26.32
Repair Welder	\$25.50	\$25.65	\$25.80
Pollution Control Lubricator	\$25.30	\$25.45	\$25.60
Group III			
First aid and Tool Crib	\$25.35	\$25.50	\$25.65
Automatic Press	\$25.30	\$25.45	\$25.60
Jitney Operator	\$25.30	\$25.45	\$25.60
Crane Operator	\$25.25	\$25.40	\$25.55
Press Operator	\$25.20	\$25.35	\$25.50
Labourer - General Help	\$25.16	\$25.31	\$25.46
Janitor	\$25.16	\$25.31	\$25.46

Starting rates for new employees in Groups **II** and **III** hired on or after April 1/95 but before March 1/04 shall be as follows:

Start to 52 weeks	80% of base wage
53 to 78 weeks	90% of base wage
79 to 104 weeks	95% of base wage
After 104 weeks	100% of base wage

Base wage shall mean the rate for classification in which—they *are* working, plus any applicable C.O.L.A.

- (a) Any employee in charge of the compressor on the shift he is working shall receive ten cents (\$0.10) per hour in addition to his **normal** hourly rate.
- (b) All automatic press operators who do all or part of the set-up work on their machines shall he paid the same rate as a set-up man for the period of time they perform set-up work.

76. TEMPORARY PART-TIME EMPLOYEES:

The Company will be permitted to hire additional personnel to fill in **for** seniority employees who are absent due to the following reasons:

- (a) Absence due to Sickness and Accident, WCB
- (b) Paid Personal Holidays
- (c) Leaves of Absence
- (d) Birthdays
- (e) Vacations

Such additional employees shall he classified as Temporary Part Time (TPT) and will not be permitted to gain seniority status, notwithstanding the provisions of Article 23.

TPT employees shall be required to pay Union dues and initiation fees each month, according to the Union constitution.

TPT employees shall be eligible to be paid overtime rates **in** accordance with the overtime provisions of the Collective Agreement.

TPT employees shall only be paid for the periods for which they work.

TPT employees may not work if seniority employees are on layoff.

TPT employees will be limited in number to that of the seniority employees absent from work unless mutually agreed to by the parties.

TPT employees shall be the first employees to be sent home if a work shortage occurs.

TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, grievance procedures, social security and wage provisions of this Agreement.

TPT employees shall receive an hourly rate of eighty per cent (80%) ~~of~~ the base rate per hour of the classification on April 1, 2004 and shift premium, but shall not be eligible for C.O.L.A.

TPT employees shall not be eligible to submit a grievance under the terms of this Agreement.

A TPT employee shall not work more than twelve hundred (1,200) hours per calendar year.

A TPT employee will not work overtime until all seniority employees have been asked to work.

TPT employees may only work to a maximum of twenty-four (24) hours per week, with the exception of periods worked as vacation replacement.

The Company agrees to supply the Union a list of TPT employees and the names of the employees absent, per Article 76, on a weekly basis.

The use of TPTs will be limited to replacement of Group III employees. Absences per Article 76 in Group II, when filled by a next-in-line employee, from Group III, shall be considered an absence in Group III and a TPT may be used to fill in for the Group III employees.

77. NEW HIRES

(1) Social Security

For employees hired on or after March 1, 2004, the Company agrees to pay the full premium costs covering the following items for employees who have completed one year of seniority and their eligible dependents, which shall include spouse or common law spouse and the children of the employee and spouse.

- A. Ontario Health Insurance Plan.
- B. Drug Plan with a \$5.00 co-pay and a \$5000 maximum per calendar year for the employee and each eligible dependent. The plan shall have a \$500 maximum per calendar year for over the counter products and no lifestyle drugs (i.e. anti-obesity, stop-smoking or fertility).
- C. Dental Plan with a \$1000 annual maximum per calendar year for the employee and each

eligible dependent and a 12 month recall.
There will be no orthodontic coverage.

- D. Vision Care - \$150 every 24 months.
- E. Life Insurance - \$30,000.00
- E. ADD - \$15,000.00
- G. Weekly Indemnity - \$413.00 per week, for a period of fifty-two weeks. Such benefits will be payable on the first (1st) day of accident or hospitalization, outpatient procedures, and the fourth (4th) day of sickness, for employees only. Employees will not receive the Weekly Indemnity for any day for which they receive Holiday pay from the Company. The weekly benefit will be calculated and paid on the basis of seven (7) calendar day week and the carrier will withhold ten percent (10%) for income tax purposes. The parties agree that where benefits are paid due to a motor vehicle accident and a claim is made against a third party, all benefits received under this Collective Agreement will be returned to the Company upon receipt of the insurance money covering full wages or, if full wages are not received, sick and accident benefits will pick up the difference.

Employees hired on or after March 1, 2004 shall have the above benefits until they have reached three years of continuous service with the Company, at which time they shall cease the above benefits and receive the benefits under Article 62(a) with the exception that they will not receive Nursing Home coverage. In addition, they will not be eligible for any retiree benefits.

In the event of a layoff, leave of absence or any interruption of employment, for reasons other

than sickness and accident, all insurance shall be continued in force for two (2) months following the last day of the month in which such interruption in employment occurs for those employees with one to five years seniority.

(2) RRSP Plan

Employees hired on or after March 1, 2004 will, upon attaining seniority, be enrolled in a Group RRSP plan. The Company will contribute to the plan, for each individual employee, the following amounts per hour worked to a maximum of 2080 hours per year:

Effective April 1, 2004 - \$0.50 per hour worked.
Effective April 1, 2005 - \$0.70 per hour worked.

Moneys contributed to the RRSP cannot be withdrawn until the employee is no longer employed at National Auto Radiator or has retired. Any money contributed to the plan is immediately vested in the employee.

Upon attaining three years of continuous service with the Company, the employee will have the option to cease membership in the RRSP plan and join the regular employees defined benefit plan. Employees who choose to join the defined benefit plan shall retain any moneys currently to their credit in their RRSP. Their date of entry in the defined benefit plan shall be the first of the month after their election and their credited service for purposes of the plan shall accumulate from the date of such entry (i.e. will not include the previous service). Vesting of such credits and entitlement to pension will be immediate on entry. Employees will make their election in writing. The election is on a one-time only basis and once the election is made, it cannot be altered or changed. Failure to make an election to join the

defined benefit plan within one month of being offered the election shall be considered a deemed election **to** remain in the RRSP plan.

(3) Personal Paid Holidays

Employees hired on or after March 1, 2004 shall receive one PPH day per year of seniority to a maximum of 6 PPH days, provided they have performed work for the Company for at least one thousand (1000) hours during the qualifying year. Paid Union time, Birthdays and statutory holidays and PPH days shall be considered working hours under this clause on a pro-rata basis.

(4) Wages

Starting rates for employees hired on or after March 1, 2004 shall be as follows:

Start to 18 months	80% of base rate
18 to 36 months	90% of base rate
After 36 months	100% of base rate.

Base rate shall mean the base rate as of April 1, 2004 per Article 75 of the Collective Agreement. The above ramp up formula does not apply to employees hired in Occupation Group I.

Employees will receive shift premium per Article 47 of the Collective Agreement. Employees will not receive COLA until they have received three (3) years **of** continuous service, at which time they will receive **the** COLA rate in effect at that time.

(5) SUB

Employees hired on or after March 1, 2004 will not be eligible for Supplementary Unemployment Benefits per Article 70 of the Collective Agreement.

78. TERMINATION CLAUSE

This Agreement shall remain in effect until April 1/2007, 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 for a further one (1) year period without change, and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate this Agreement shall only be given during the period of not more than ninety (90) days and not less than seventy-five (75) days prior to the anniversary date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations, and negotiations shall not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

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

**THIS AGREEMENT is hereby duly executed by
the said parties this first**

day of April, 2004

FOR

**NATIONAL AUTO I DIATOR
MANUFACTURING OMPANY LIMITED**

John A. Rodzik	Chief Operating Officer
Donald Rodzik, Jr.	Corporate Personnel Manager
Ray Garon	Plant Manager
Jeanine Watt	Acting Human Resources Manager

FOR

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS OF CANADA (C.A.W.)**

Debbie Fields	National Representative C.A.W.
Calvin Heincke	Plant Chair
Kirk Lozon	Vice Chairman
Frank D'Ali	Recording Secretary
Steve Matoski	Committee P

LETTER OF UNDERSTANDING

January 15, 2001

**Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario**

This is to confirm the parties' agreement that letters appended to the Collective Agreement form part of the Collective Agreement.

Yours Very Truly,

**NATIONAL AUTO RADIATOR
MANUFACTURING COMPANY LIMITED**

**Ray Garon
Plant Manager**

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE. Employee Call-In Procedure

February 6, 2001

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will install a separate telephone line for **all** employees to report their absence to the Personnel Department.

In order to reduce the need to move employees from their initial job assignments and to ensure prompt start-ups, all employees who will be absent are to notify the Company at least fifteen (15) minutes before the beginning of their shift, if possible.

The telephone number will be 969-9184

Employees are to provide the following information when calling:

NAME
BADGE NUMBER
DEPARTMENT
SUPERVISORS NAME
REASON FOR ABSENCE
EXPECTED DATE OF RETURN

**All telephone messages are recorded and will be kept
in the Personnel Office.**

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

**Ray Garon
Plant Manager**

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Employee Identification Badges

January 15, 2001

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed and understood that employees of the Company who forget their identification badge will be clocked in by their supervisor to a maximum of three (3) times per calendar year.

Employees who have lost their identification badge will be required to have it replaced by the Company at their expense. The cost of such replacement will be ten dollars (\$10.00), which **will** cover the entire cost of the badge and will be deducted from the employee's pay.

Respectfully **Yours,**

NATIONAL **AUTO** RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE Workers Compensation Claims and S&A Benefits

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

If the Company puts in an objection **to** the Workers Compensation Board that a claim for compensation is not proper, or if a compensation claim is denied, the Company will allow the employee to file a claim **for** Sickness and Accident benefits, with a waiver from the employee that if the compensation claim is allowed, all Sickness and Accident benefits paid to the employee will be repaid by the employee to the insurance carrier.

If the company files an objection **to** the WCB claim and the Comp claim is ultimately upheld, the company will reimburse the employee for the cost of the initial doctor's note to file the Sickness and Accident claim.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Paid Education Leave Contribution

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to pay **quarterly** the one cent (\$0.01) per hour for all compensated hours of work to the National Union, C.A.W., Paid Education Leave Fund, P.O. **Box** 897, Port Elgin, Ontario, NOH 2C0, as requested for the purpose of providing a trust fund for Paid Education Leave.

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

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Casual Help

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Students employed by the Company to perform casual duties in the Plant will not perform bargaining unit work as it relates to sweeping and housekeeping, normally performed by the bargaining unit personnel.

The students are allowed to paint machinery, building, attend to the landscape, and other duties not performed by the bargaining unit.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Steady Shift For Schooling and Personal
Reasons

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Employees with one (1) or more years of seniority, who desire to further their education may make an application to the Personnel Department to go on either steady day shift or steady afternoon shift for the length of such education.

Approval for such change shall be conditional on the following:

- (i) Thirty (30) days prior notice in writing stating: course name, educational facility, starting date and duration of course.
- (ii) Employee provides evidence of acceptance to education program within five (5) days of the start of their course.
- (iii) Employee finds someone to switch shifts, who is in the same classification, performing similar work and who is willing and able.

- (iv) That no more than ten (10) employees will be allowed **to** exercise the above clause at the same time.
- (v) If an employee fails to attend, discontinues the course, or fails to pass the course they are **enrolled** in, the said employee will not be able to exercise this clause for a period of one (1) year.

The employee must be required to attend school at least two (2) days per week to be eligible for this arrangement.

Employees who attend class one (1) day per week will only be allowed to change shifts for the day on which their class occurs.

Employees who request steady shift for schooling **or** for any other personal reason shall maintain their classification, but will have no claim to exercise their seniority in a department, and will be used as a floater.

Should it be necessary to have a reduction in the classification. it shall be the most junior man in the classification on that shift who is demoted, as per the Collective Agreement.

Employees who have elected to work on a steady shift shall be credited with the highest overtime hours in the classification to which he is assigned every four (4) weeks while on that steady shift.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

R E Die Setter Trainee

February 06/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

A Die Setter Trainee will be interviewed on a monthly basis, to be briefed on his progress in the Die Setter Trainee classification.

If the trainee's progress is unsatisfactory or lacking in any area of performance, it will be brought to his attention at the interview.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Third Shift Staffing

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that, should it be necessary to work a partial third shift, this shift will only **work on** a straight eight (**8**) hour schedule.

This schedule will include a twenty (20) minute paid lunch, two (2) ten (10) minute rest periods and no wash-up time.

The working hours will be scheduled to end at the beginning **of** the day shift.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: New Hires

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Union shall be allowed to meet with new employees as they are hired and before they receive their respective I.D. cards, to explain their status up to achieving seniority and to present the employee with the Union, new member orientation material.

The above meeting will be conducted by one of the following: Plant Chairman, Vice-chairman or Recording Secretary, during their respective representation time as outlined in Clause 11(d) and Clause 11(e) of the Collective Agreement.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Coveralls

February 06/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will endeavor to retain an adequate supply of coveralls for bargaining unit employees who are entitled to have such apparel issued to them.

The Company supply of coveralls will be based on a pair **in** - pair out system when a pair is returned because they are dirty, soiled or damaged, by the returning employee.

Employees may designate if they wish to have **any** of their issued coveralls be short sleeved.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Reports From Company

January **15/01**

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will supply to the Union, as they are received, Trust Reports and Statements on the SUB and Pension Trust Fund reports annually.

Respectfully Yours.

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Employee Rehabilitation

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company, during the terms of the Agreement, will continue with its drug and alcohol abuse rehabilitation program, as in the past.

Should one of our employees need or request assistance in regard to a program of rehabilitation in this regard, the Company will be receptive to attempt cooperation between the Union and the Company in aiding its employees, as it has in the past.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Job Postings

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that, in applying the interpretation of Article 37(g), all people who have posted for positions that are to be filled temporarily shall be those persons on record with the Company on a list agreed to between the parties.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFAC
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

R E Use of Jitney Driver

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to use jitney drivers, whenever possible, to change dies on a complete production line of more than four (4) dies in all departments when a jitney is required.

Respectfully Yours.

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Returning Employees For Disability

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to cooperate with the Union, when a long-term employee has been off work due to a prolonged absence caused by illness or accident, may be reinstated without loss of seniority, **if** the employee becomes willing and able to perform work that is available. It is further agreed, medical proof must be submitted by the doctor of the employee, validating the employee is physically fit to return to work. The Company may request the employee be examined by a doctor of their choice, prior to his return to work.

The Company, in determining the work that the employee is capable of performing, will discuss the available work with the employee and the Union. The employee's entitlement to continuation of benefits, as outlined in Clause **64(a)** of the Collective Agreement, will be reinstated upon the first day of the month immediately following his return. If the employee goes off work again before completing two (2) full months of active work employment, the Company shall be entitled to terminate these benefits.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

**Ray Garon
Plant Manager**

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: First Aid Tool Crib - Third Shift

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear **Sir**:

The Company agrees that when a third shift is scheduled utilizing a First Aid/Tool Crib Attendant, the First Aid/Tool Crib Attendant on all three (**3**) shifts will go on a straight eight (8) hour **work** schedule.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Holiday Pay Qualification - Clause 57

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Employees absent due to vacations or leaves of absence shall be considered qualified for paid holiday pay if absent the day before or the day after a paid holiday because of such absence due to vacation or leave of absence approved by the Company and shall have **his** holiday pay processed for such payment.

Should the employee fail to qualify for the holiday pay by being absent without approval on the next scheduled day **of** work subsequent to his approved leave or expiry of his vacation period, then the Company shall be entitled to recover the payment made for the paid holiday, unless the employee furnishes a satisfactory reason for his absence on the next scheduled working day which he should have returned on.

Respectfully **Yours,**

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

R E Lead Testing

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Whenever the Company requests a lead test be done on employees, it will be performed during the employees' regular working hours.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN
THE PARTIES

RE: Spare Man Die Setter

February 13/01

Mr. ~~Kirk~~ Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is understood in applying Article 37(g) that the spare man being used to help set dies will be paid at the Die Setter Trainee rate. During this time, his hours worked will be accumulated and credited to his training required hours when he receives a permanent classification posting in the Die Setter Trainee classification, through the normal job posting procedure outlined in Article 37 of the Collective Agreement.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Midnight Shift Requests

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company shall attempt to cooperate with the Union in dealing with midnight shift requests where possible, with consideration for seniority and classification.

It is agreed that if an employee in any classification requests any shift he will automatically be credited with the maximum overtime hours in his classification for balancing purposes and recording to Article 45.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Supervision Working

January 16/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It has been discussed during the 1989 negotiations,
the question of supervision working.

In those rare situations where it is necessary for a
Supervisor to perform work normally performed **by** a
member of the bargaining **unit**, including experimen-
tal **work**, the Supervisor shall have an hourly employ-
ee of an appropriate classification standing by. He
must be assisting the Supervisor at all times while the
Supervisor is working.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Lunch **Hour** Clocking Out

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Any employees leaving the Company buildings at lunch time must clock out his I.D. card prior to leaving the buildings and clock in his card upon returning. Employees may clock out during the five (5) minute wash-up period after the first buzzer. Any employees found leaving their work station prior to the first buzzer will be subject to the terms of the Collective Agreement.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Vacation Scheduling

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will meet with the Union prior to May fifteenth (15th) of each year to review Company requirements to meet obligations and vacation scheduling for summer months.

The Company shall, whenever possible, give consideration to vacation requests by seniority, within classifications, while maintaining their management obligations.

Consideration will be given wherever possible to requests for three (3) weeks consecutive vacation during July and August, from employees with ten (10) years seniority or more.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: First Aid Certification

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will pay the cost of the test necessary for renewal to Standard First Aid Certification, on Company time, **for** First Aid Attendants in the Plant.

Respectfully **Yours,**

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Paved Parking Lot

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide a paved parking facility for use of its hourly employees.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Common-Law Spouse

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Effective with the ratification of the Collective Agreement, to which this letter is attached, the Company will accept for coverage under Social Security the common-law spouse of an employee, provided the employee has lived with his common-law spouse for at least three (3) months.

Proof of three (3) months cohabitation will be provided by the employee with a notarized statement that he has lived with ~~the~~ common-law spouse for at least three (3) months, or a letter to the employer at the beginning of the co-habitation and the benefits to begin after the three (3) month period.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Use of Industrial Nurse

February 20/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

During the recent negotiations, considerable discussion took place regarding the use of professional nursing staff to handle the first aid responsibilities for the plant.

The parties agree, should the services of a Registered Industrial Nurse be acquired, that the first aid duties of the Crib Attendant will be removed during regular working hours.

The Company agrees to reinstate the first aid responsibilities to the hourly bargaining unit, should the services of a Crib Attendant no longer be required.

When twenty (20) or more employees are to work in the plant, the First Aid and Tool Crib Attendant on that shift will be one of the employees so scheduled to work.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING COMPANY LIMITED

**Ray Garon
Plant Manager**

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: New Technology

January 15/01

Mr. **Kirk Lozon**
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties agree that, with the introduction of new technology, it is important that advance planning be made for on-the-job training to afford bargaining unit employees to become acquainted with the new equipment.

It is agreed that the workers affected by new technology should have the opportunity to apply themselves to the new skills and the new technology applied to their jobs.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Ventilation and Heating

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will endeavor to maintain adequate ventilation and heating within the manufacturing areas.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Payment of Sickness and Accident Benefits

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that, in the event of non-payment of a Weekly Indemnity claim (S&A), the Company agrees to pay the Weekly Indemnity benefit as defined in Clause 62(a) (12) in the event of a disputed claim (by the Company), three (3) calendar weeks after the receipt of the completed claim form, if requested by the employee.

If a claim is denied, then the Company has the right to reimburse itself for monies advanced from the employee's future wages.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Steady Day Shift - Group III Only

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear **Sir**:

Whenever the Company deems it necessary to assign employees to a steady day shift, preference will be given to the highest seniority employees.

Employees will apply to have their names put on a list that will be created in April, after the ratification of each contract.

Employees that request to have their name removed from this list, or who refuse a move to a steady shift, will not be able to re-apply until the next posting period.

Employees opting to take steady days will be assigned to the department where the steady shifts are to be worked and will have departmental seniority in the new department.

When the Company decides it no longer requires a steady day shift, those employees will be assigned by the Company to a rotating shift within their classification in the department where the openings exist.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Departmentalization

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear **Sir:**

The Company can agree to combine the current departments H&I into one new department.

The Company also agrees to combine the current **departments J&K** into one new department.

Respectfully **Yours,**

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Employee Pay Stubs

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that the Company will show year-to-date information on employee pay stubs.

The information shown shall be the same as that which is currently listed on quarterly statements which are now issued to employees.

Quarterly statements will no longer be issued.

This change will be implemented within six (6) months of the ratification of this Collective Agreement.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Employee Relief

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear **Sir:**

In the course of negotiations, there was discussion of providing relief for employees.

The Company agrees to cooperate with the Union to ensure that adequate relief is available for all employees requiring it.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Computer - Union Office

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that a computer terminal will be provided for use **of** the Union Committee to view employee addresses and phone numbers, and overtime and attendance records.

This terminal will be provided within six (**6**) months of the effective date of the Collective Agreement.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Work Area - Safety Committee

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide a private work area with a phone and lockable filing cabinet for use of the Union Health and Safety Committee.

This area shall be provided within six (6) months of the effective date of the Collective Agreement.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Last Day Before Christmas

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that on the last day of work prior to the Christmas shutdown period, the Company will schedule employees to work on **six (6)** hour shifts.

Payment shall be for the hours worked.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Overtime

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

In negotiations, there was extensive discussion of voluntary overtime and the need **for** the Company to be able to react to customer requirements, needs and changes in a prompt manner.

The Union committed that it would, in the eventuality that the Company could not secure **an** adequate number of volunteers, make every effort to convince the required employees to report for work at the times requested.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Die Setter Training

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Die Setters who meet prerequisite skills as determined by the Company and who are willing to take the training program, shall be instructed in the operation and teaching of robotic equipment.

Due to the nature of this training, it is agreed that not all employees in this classification will be included in this program.

Nothing in this agreement shall limit the right of supervision or the Company to continue to work with robotic equipment, as is our present practice.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Insurance Plans

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide the Union with copies of all benefit and insurance policies as presented in 1992 negotiations, after ratification of the Collective Agreement.

The Company ~~will~~ also provide copies of all **amend-**ments to these policies as they are updated, in accordance with the Collective Agreement.

Such insurance documents do not form part of the Collective Agreement.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Lockers

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide lockers **to** all employees. Such lockers shall be assigned and placed in areas designated by the employer.

All existing personal lockers shall be removed from the Plant.

Such lockers will be provided to employees with nine **(9)** months **of** the effective date **of** this Collective Agreement.

Respectfully **Yours,**

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Access to OT Records

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that the shop floor computers will allow the employees access to a **report** showing overtime hours of the membership. Because of the time needed to be sure this report is available without invading the privacy of the other members' records, the Company agrees this system will be implemented six (**6**) months after April 1, 1995.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Sub

February **06/01**

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties spent considerable time discussing payment of Sub benefits and the hardship created when U.I. benefits are held through no fault of the employee. Therefore, the parties agreed as follows:

1. The employee must provide the Company with proof that he has registered for Unemployment Insurance benefits.
2. Two (2) weeks after the employee has provided proof of registration, the Company shall, the following week, pay the employee the Sub benefits the employee would have received in accordance with the plan if the U.I. benefits had also been received and shall, thereafter, provide such benefit weekly. Where the employee provides evidence it is a re-opened claim, the employee will immediately be eligible for the benefit and will not have to wait the two (2) weeks.
3. The employee must fill out the Sub application form as they normally do and must provide the

Company with their Unemployment Insurance stubs as soon as they are available.

4. The Company will only be obligated to pay the benefit set out in Paragraph 2 above to a maximum of four (4) weeks without receiving cheque stubs to cover the weeks paid and those that will become payable.
5. If the employee fails to qualify for U.I. benefits and consequently for Sub benefits or if it is found that the Company has overpaid Sub benefits, the Company may adjust future Sub cheques to recover the amount or may deduct such amounts overpaid from any monies which may become due to the employee from the Company. If the Company is unable to recover overpayments within six (6) months by such means, the overpayment shall become a debt due to the Company, which may be recovered by the Company against the employee.
6. Prior to receiving benefits under this letter the employee will be required to sign a letter agreeing to the above terms and also allowing UIC to release information to the Company regarding the employee.

Respectfully **Yours,**

NATIONAL AUTO RADIATOR MANUFACTURING COMPANY LIMITED

Ray Garon
Plant Manager

TO NATIONAL AUTO RADIATOR

This will certify that _____
applied for unemployment insurance benefits on
_____, **20**_____. This is/is not a
reopened claim.

UIC Officer

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Disputed Weekly Indemnity and L.T.D. Claims

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties spent considerable time at negotiations discussing a resolution process for insured Weekly Indemnity claims and L.T.D. claims which are denied by the insurer on the basis that the employee is not medically entitled to the benefits. The parties agree that the following process must be used to process insured Weekly Indemnity and L.T.D. claims.

1. In the event a claim is denied and the Union disputes the denial, the employee shall sign a waiver form allowing the Union and the Company the opportunity of receiving and reviewing all documentation necessary for the proper consideration of the claim.
2. The Union, Company **and** the employee shall cooperate to ensure that all parties are given full disclosure of all facts and opinions relevant to any claim for benefits.
3. **All** claims for benefits shall be submitted through the Company.

4. **In** the event the claim is denied, the Company shall request from the carrier all documentation **upon** which it relied in denying the claim and to provide copies **of** the same to the Union.
5. If the claim cannot be resolved to the satisfaction of all parties, the Company will arrange for a medical examination by a duly qualified physician or specialist and shall submit any report received to the *carrier*, with a copy to *the* Union and *the* employee.
6. In the event the eligibility for benefits cannot be resolved, the matter may be referred to arbitration in accordance with the contract. The evidence of the Union at the arbitration hearing shall be limited to that provided to the Company at the time a final decision to deny benefits was made, prior to arbitration, or documentation obtained under **subpoena** from the carrier.
7. In the event the Union is successful at arbitration, the Company will instruct the carrier to pay in accordance with **the** terms and provisions of the policy.
8. The employee must remain qualified under the terms of the policy.
9. Any changes made by **the** Company to the present coverages afforded by the policy may be **subject** to the arbitration procedure.
10. The employee and **the** Union agree to cooperate with the Company **in** any litigation or other proceedings against the insurer that may be taken by the Company. The employee and the Union agree to fully disclose any information necessary to assist the Company in any such proceedings.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

**Ray Garon
Plant Manager**

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Ventilation

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that it will endeavor to improve the ventilation in the weld area of the "B" pillar assembly and the weld area of the tool room.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Microwaves

January 15/01

Mr. **Kirk Lozon**
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that in April 1995, the
Company will purchase two (2) microwave ovens for
use in the employee lunchroom.

Respectfully **Yours,**

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Posting for First Aid and Tool Crib Vacancy

January 15/01

Mr. ~~Kirk~~ Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Should it become necessary to post for a First Aid and Tool Crib vacancy, the Company will, if necessary, allow the successful applicant thirty (30) days after being notified that he is the successful applicant to obtain his Standard First Aid Certification.

Until the successful applicant has obtained his certification, the position will be filled by the next person on the next-in-line list and the successful applicant will not receive the wages of the First Aid and Tool Crib until he is certified.

However, nothing in this letter shall detract from management rights contained in Article 37 to determine the successful applicant for the position.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Pay Telephones

January 15/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that it will request that Bell Canada provide a pay telephone for use in the employee lunchroom. However, the Company takes no responsibility **for** such installation and Bell Canada has the right to remove such telephone if **it** is not profitable to Bell Canada.

Respectfully **Yours,**

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Life Insurance

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees that eligible employees absent on Weekly Indemnity or WCB will be entitled to the increases in the Life Insurance as specified in Article 62(a) for each year they are off. The life insurance benefit payable will be the benefit rate as specified in Article 62(a) for the year the death occurs.

Because of the waiver premiums, the Company is unable to do this with persons receiving LTD benefits. They will receive the life insurance that was in effect on the date the waiver began.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

R E Smoking Areas

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

1. Existing areas between two buildings:
 - will have ground graveled
 - benches provided
 - roofcover
2. Two new areas will have:
 - closed-in area approximately 10' x 15', and the other 10' x 25'
 - it will have windows **to** open
 - the enclosure will also have exhaust fan and heater
 - picnic tables will also be provided outside area for lunches

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Gate

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties agree no employees will be allowed to enter by the security office on Riberdy Road, including electricians. The guard will allow late arriving employees to enter the normal employee entrance on Airport Road.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE Canada Day Holiday 2004, 2005, 2006

January 15/01

Mr. **Kirk Lozon**
Union Chairman
National **Auto Radiator Manufacturing**
Company Limited
Windsor, Ontario

Dear **Sir**:

In the event the Government designates a date different from that set out in the Collective Agreement **for** the observance of the Canada Day Holiday, the parties **will** meet to discuss what day the holiday will be observed, taking **into** account customer requirements and local custom.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: National Auto Radiator Union Plant Fund

February 13/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company will pay into the National Auto Radiator Union Plant Fund the sum of four cents (\$0.04) per hour for all hours worked. Payment will be made as follows:

- October 7th of each year for all hours worked between April 1st and September 30th
- April 7th of each year for all hours worked between October 1st and March 31st

Calculation will commence for hours worked after April 1, 1995.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Retiree

February 06/0

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Retiree benefits set out in 64(b), life insurance and increases in basic pension rate **do** not apply to persons who were laid off, (unless they retire within one (1) year of the date of the layoff) terminated or quit their employment at National Auto Radiator.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Pension

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear **Sir**:

Parties agree as follows:

- I. The date of determination of the rate of pension shall be the rate in effect on the date of the employee's last day of work at National Auto Radiator, with the following exceptions:
 - (i) Employees who, after their last day worked, were unable to work at National Auto Radiator due to sickness or accident for which they collected benefits from S&A or LTD or from any company sponsored plan; and
 - (ii) Employees who, after their last day worked, were unable to return to work at National Auto Radiator due to an accident which occurred at National Auto Radiator and for which they collected WCB benefits.
2. The date of determination of the rate of pension for the employees noted as exceptions in (i) and (ii) above shall be either the rate which is in

effect on the day they retire or the rate which is in effect on the day they lose their seniority, whichever is first.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING COMPANY LIMITED

**Ray Garon
Plant Manager**

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Disability Pension

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Employees who are collecting disability pensions shall also be entitled to receive both the supplementary and special supplementary pension benefits commencing at the age of 55 and in accordance with the provisions of the Collective Agreement.

Deductions to disability pensions shall only apply to supplementary and special supplementary benefits but not the basic benefits.

The disability pension carries a joint and survivor option.

The Company shall instruct the pension plan actuaries to rewrite the pension plan document to incorporate all changes.

Respectfully Yours.

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Early Retirement Due to Occupational Disability

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

An employee who has completed twenty (20) years of credited service and who becomes permanently disabled and for whom the Company has no suitable work will be granted the right to retire early unreduced at age 55, as long as the employee's age and credited service totals eighty (80).

If the employee's age and credited service is less than eighty (80) at the time he elects under this provision, then his entitlement will be reduced as provided for currently under Regulation 8503(3)(c) of the Income Tax Act.

The present clause of disability retirement on Page 44 to **remain** the same.

Definition for "Occupational Disability" prevents **a** participant from engaging in any occupation or employment with the Company.

The Company reserves the right to medically verify that an applicant fulfills the requirements of this section.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

**Ray Garon
Plant Manager**

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Oil Pan Checker

January 22/04

Mr. Calvin Heincke
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It was agreed at negotiations that the classification of Oil Pan Checker will be eliminated from the collective agreement.

Ljupco Djordjevski will be the preferred person on shift for any oil pan checking work to be performed. He will receive the wage rate of a Press Operator.

Respectfully Yours.

NATIONAL AUTO RADIATOR MANUFACTURING
COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE GS Drug Plan 3P Co-Pay

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that the retirees covered under this plan will only be required to pay the agreed \$2.00 Co-Pay and not an extra yearly deductible.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Advances for Delayed S&A Claims

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

This letter refers to discussions during negotiations about payment delays in S&A claims. In order for the employee to qualify for an advance, the following procedure must be followed:

1. The employee must submit a properly completed claim form to the insurer.
2. If the claim has not been either approved or denied by the insurer after the submission of the claim or if more information has been requested by the insurer, then 3 weeks after the employee has filed the claim form, the employee may make an application, on a form supplied by the Company, for an S&A advance payment.
3. The Company will provide the employee with a weekly payment in the net amount he would have received from S&A if the claim had been approved and will make such payments until such time as the claim is either approved or denied by the insurer or to a maximum of

4 weeks. Payments will be made on the regular pay day for the applicable pay period.

4. The employee will be required to sign any necessary forms authorizing the insurer to compensate the Company for any payments made should the claim be approved and/or authorizing the Company to withhold any overpayments from the employees' wages should the claim be denied or if the Company is not reimbursed by the insurer. If the employee has no wages forthcoming, the employee is responsible for making the reimbursement directly to the Company.
5. All advances must be paid back to the Company within 6 weeks after the claim is approved or denied. The Employee will not be held responsible if the delay in reimbursement is the result of delay on the part of the insurer.
6. The Company has the right on a delayed claim and before this procedure is instituted, to contact the insurer regarding the delay and to discuss same with the Union.

Respectfully Yours,

NATIONALAUTORADIATOR MANUFACTURING COMPANY LIMITED

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE Paid Absence Allowance Days

January 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed between the parties that all employees with a date of hire on or before March 1, 2004 will qualify to utilize the Paid Absence Allowance days as outlined in Clause 61.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: Recognized Holidays

February 06/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed between the parties that the negotiated number of holidays is 45, including Birthdays.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE Chair's Union Time - Gate Pass Process

February 20/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

It is agreed that **for** the first eight (8) hours in a week of the Chair's outside Union time, any member of supervision can sign the gate pass. It is agreed between the parties that the paid absences from the plant must relate to the National Auto Radiator employees, and the contract.

For the second eight (8) hours of outside Union time, the Chair must have the gate slip signed by the Plant Manager, the Human Resource Manager or the *Corp.* Human Resource Manager and provide specific reasons for the absence. It is the responsibility of the Chair to approach the Plant Manager after the first eight (8) hour limit in order to get the pass signed and to provide the reasons.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Employees Failing to Punch In or Out

February 06/01

Mr. **Kirk** Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

Employees who fail to either punch in or out for their shift will have fifteen (15) minutes deducted from the hours worked on the shift.

Payroll errors referable to an employee's failure to punch in or out will continue to be corrected in accordance with the procedure in Article 52(b).

It is agreed that if an employee repeatedly fails to either punch in or out, it **will** be addressed with the progressive discipline system.

Respectfully **Yours,**

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

R E Job Duties

February 15/01

Mr. Kirk Lozon
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Mr. Lozon:

After much discussion at the table regarding the current practices in the plant, the need for efficiency and teamwork, the parties agree as follows:

1. During die changeovers, the press operator will assist the Die Setter in all aspects of the changeover procedure, including prestaging, clean up and sample signoff. This will not include clamping or unclamping of dies.
2. Automatic press operators will set their own tooling, and do the first off on the press they are assigned to. However, employees holding the position of automatic press operator as of April 1, 2001 will only be required to set their own tooling if they have the skill and ability to do so and the lack of such skill and ability will not result in their declassification.

Yours truly,

Ray Garon,
Plant Manager.

**LETTER OF UNDERSTANDING BETWEEN
THE PARTIES**

RE: SUB Plans

January 29/04

Mr. Calvin Heincke
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties agreed that the current SUB plan will be amended as follows:

1. No benefits will be payable when the circumstances are beyond the control of the company.
2. Short work week benefits will not be paid when the layoffs are for two days or less.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED**

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Chairperson Hours on OT

January 29/04

Mr. Calvin Heincke
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The parties agreed that the hours of representation for the Chairperson during overtime, when Article 11(n) does not apply, will be set at four **(4)** hours. However, the Chairperson will agree to cooperate if the Chairperson is needed for additional work time. The Company agrees not to abuse this situation.

The parties further agree that the above four (4) hours are for the Chairperson only, and only apply when his hours otherwise allow him to work. If other members of the Plant Committee are scheduled to work overtime or in the Chairperson's absence, this provision will not apply unless they have been acting as the Chairperson for one (1) week continuously.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTUR-
ING COMPANY LIMITED

Ray Garon
Plant Manager

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: Internet

January 29/04

Mr. Calvin Heincke
Union Chairman
National Auto Radiator Manufacturing
Company Limited
Windsor, Ontario

Dear Sir:

The Company agrees to provide access to the Internet on the Union computer in the Union office by July 1, 2004 for use by the Chairperson, Vice Chairperson and Recording Secretary only. In doing so, the Union agrees to the following:

The above members of the Union Committee will be required to sign and acknowledge and conform to the Narmco Policies and Procedures for the Computer Information Systems.

Only the above authorized Union Committee employees will be allowed to use the internet.

The internet is provided for business purposes only, to research government regulations and laws, activities at the CAW Local 195 and other CAW sites. At no time will the internet be used **for** any leisure activities including, but not limited to, games, chat groups, pornographic sites etc. or for any personal matters or matters unrelated to business purposes.

- **The Company will install software that will limit the access to certain unrestricted sites on the internet and monitor its usage.**

The Union further agrees that if any of the above is compromised, the Company will remove the internet access.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING COMPANY LIMITED

**Ray Garon
Plant Manager**

