

# **AGREEMENT**

**Between:**

**NATIONAL AUTO RADIATOR  
MANUFACTURING  
COMPANY LIMITED**

**and**

**NATIONAL AUTOMOBILE.  
AEROSPACE, TRANSPORTATION  
CANADA AND ITS LOCAL 195 CAW.**

**April 1, 2010**

# AGREEMENT

Entered into on the FIRST day of April 2010

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")*

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

## TABLE OF CONTENTS

Topic	Page #
<b>Purpose</b> .....	<b>1</b>
Scope and Recognition .....	2
No Discrimination .....	4
<b>Representation</b> .....	<b>4</b>
<b>Grievance Procedure</b> .....	<b>11</b>
Arbitration .....	13
Discipline Procedures .....	14
<b>Seniority</b> .....	<b>15</b>
Temporary Layoff .....	21
Layoff .....	21
Job Posting Procedure .....	22
Leaves of Absence .....	26
Bulletin Boards .....	27
Union Security .....	27
Job Security .....	29
<b>Hours of Work</b> .....	<b>31</b>
<b>Change in Shift Premium</b> .....	<b>32</b>
Overtime Emergency Call-Back .....	32
<b>Overtime Rates and Conditions</b> .....	<b>32</b>
<b>Night Premium</b> .....	<b>34</b>
<b>Flash Up</b> .....	<b>35</b>
<b>Rest Period</b> .....	<b>35</b>
Reporting Allowance .....	35
Injury Allowance .....	35
Payment of Wages .....	36
Health and Safety .....	36
<b>Recognized Holidays</b> .....	<b>39</b>
Unpaid Personal Holidays .....	41
Vacation with Pay .....	42
Service as of June 30 .....	43
Unpaid Absence Allowance Days .....	43

3

Social Security ..... 45  
General ..... 53  
Swing Shift ..... 54  
Pension Plan ..... 54  
sub ..... 56  
Jury Duty and Crown ~~Witness~~ Pay ..... 56  
Bereavement ..... 57  
Cost of Living Allowance ..... 58  
Job Classifications, ..... 60  
Letters of Understanding ..... 74  
Calendars ..... 158-161

**MEMORANDUM OF AGREEMENT**

Entered into on the **FIRST** day of **APRIL 2010**

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:**

**POSE:**

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.

(f) to provide relief for Employees;

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.

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 persons 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 or harassment 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, afternoon 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 committeemen, 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 135 bargaining unit employees.

In the event that the active employment is below 135 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 eight (8) 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;

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 (c) (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 be 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 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.

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.

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,

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 procedure.
- (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.

3. 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 with a hire date prior to March 1, 2004 is laid off for a period equal to his seniority at the date when he last performed work for the Company to a maximum of 16 years.  
  
(3) If an employee with more than one year seniority with a hire date after March 1, 2004

is laid off for a period equal to his seniority at the date when he last performed work for the Company to a maximum of 5 years.

- (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 be 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.

- (k) If the employee accepts payment for termination pay and/or severance pay **prior** to their recall rights being exhausted.
- (l) If the Company *can* no longer accommodate **an** employee and **the** employee is accepted into an LMR or other vocational **retraining** program.  
(Note: this does not include employees who are put in an LMR or vocational retraining due to a **layoff**.)
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.

**EMPORARY LAYOFF.**

.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:**

.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 1 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

**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 preference, 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 provisions 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 the first** year of the contract. **A list of six (6) 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. Only Employees in the Press Operator or Loader/Packer classification may hold a spare man position. 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 Jitney Driver, Automatic Press Operator, Janitor, Crane Operator, Repair Welder 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 i.e. the** “next in line applicant (Note: this article **does not apply** to jobs that have a **spare man posting**).

(k) Employees shall only be **eligible** to hold one **(1)** **n u t** 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 1 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 on 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 number 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.

**JOB SECURITY:**

42. 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 third shift starting later than 11:00 p.m., employees shall be paid an off-shift premium of fifty-five cents (\$.55) 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-five** dollars (\$135.00) **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	2010	2011	2012
Good Friday	Friday April 2	Friday April 22	Friday April 6
Easter Monday	Monday April 5	Monday April 25	Monday April 9
Victoria Day	Monday May 24	Monday May 23	Monday May 21
Canada Day	Friday July 2*	Friday July 1*	Monday July 2*
Labour Day	Monday Sept. 6	Monday Sept. 5	Monday Sept. 3
Thanksgiving Day	Monday Oct. 11	Monday Oct. 10	Monday Oct. 8
Christmas Float	Thursday Dec. 23	Friday Dec. 23	Monday Dec. 24
Christmas Day	Friday Dec. 24	Monday Dec. 26	Tuesday Dec. 25
Boxing Day	Monday Dec. 27	Tuesday Dec. 27	Wednesday Dec. 26
Christmas Float	Tuesday Dec. 28	Wednesday Dec. 28	Thursday Dec. 27
Christmas Float	Wednesday Dec. 29	Thursday Dec. 29	Friday Dec. 28
Christmas Float	Thursday Dec. 30	Friday Dec. 30	Monday Dec. 31
New Year's Day	Friday Dec. 31	Monday Jan. 2	Tuesday Jan. 1

\* subject to change

Agreed: Negotiated number of holidays is 39

5. (Deleted)

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. Employees absent due to layoff, illness or injury **during the Christmas** holidays will receive holiday pay (if qualified) but will not receive **days off in lieu** when they **return**.
- (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:**

50. Employees with one (1) or more years seniority shall receive five (5) 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, Statute 6 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.

Two (2) PPHs per contract year may be used on a call-in basis. Call in PPHs are assigned to the Employee's ESA entitlement. Call in PPHs may not be used on days preceding or succeeding vacation, scheduled PPH or holidays or on a day when a PPH had previously been denied.

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 PPHs.

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 hereid 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.

#### SERVICEAS OF JUNE 30

One (1) year but less than five (5) years  
4%      10 days    80 hours

Five (5) years but less than twenty-three (23) years  
6%      15 days    120 hours

**Twenty-three (23) years but 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. Vacation pay will not be paid on the previous year's vacation pay.

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.

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

#### **PAID ABSENCE ALLOWANCE DAYS**

**Employees** entitled to **five (5) weeks** vacation will be 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**.

---

*U*



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 **two (2)** 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:**

2. The Company **agrees** to pay **the 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**.

However, employees covered by such benefits will pay \$30/month towards their benefits.

(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. ~~Ward~~ coverage.
2. GS Drug plan 3P, \$5.00 co-pay. No coverage for "lifestyle" drugs. Mandatory unlisted generic drugs, no over the counter drugs, managed GS formulary, \$9.00 dispensing fee cap.
3. GS Extended Health **Care Plan** (including prosthetic plan) T-4/Out of Province QK-60 day Physio \$500.00 max.
4. GS Dental Plan 74 with with \$2800 max per person per calendar year and with \$2000.00 Orthodontal to Age 21 (eligible dependents). 12 month recall and one year ODA lag. Orthodontal to be deleted April 1/12.
5. 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.

In addition, paid eye exam every 24 mos to \$65 max, original receipt required, provided same is not covered by government plan or spouse's plan.

6. GS Audio Plan H-1

7. **GS Nursing Home Plan N-8 (ward coverage)**  
(\$1300/month cap)

8. Life Insurance  
Effective April 1/07           \$50,000.00

9. A.D. & D.  
Effective April 1/07           \$34,000.00

10.           Weekly Indemnity Insurance

The weekly indemnity for all eligible employees under *the sickness and* accident insurance shall be **\$565.00**, effective April 1/07.

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. The Employee will be required to apply **for EI sickness and Accident benefits**. The Plan will pay benefits at the **above** noted level **during** the two-weeks waiting period based **on either first day** of accident, first day of hospitalization or the 4th day of sickness. The Plan will then top Up the EI benefits received until **EI** is exhausted. After the exhaustion **of the EI** benefits, the Plan will then pay **benefits at the above noted** level. **The amount of benefits received from both EI and S&A will not exceed a period of 52 weeks from the first day** of absence.

If the employee is not eligible for full EI benefits due to a depletion of his/her claim due to previous layoff, the Plan will pay full benefits for any weeks less than the usual amount of EI coverage.

To qualify for this benefit Employees must supply proof of EI benefits and/or proof of denial of EI benefits due to depletion from previous layoff.

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.

#### **LONG TERM DISABILITY BENEFITS (LTD)**

**THIS PLAN IS ONLY AVAILABLE TO  
EMPLOYEES WITH A HIRE DATE PRIOR**

TO April 1/2004 AND WHO HAVE LESS THAN 10 YEARS CREDITED SERVICE.

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 (\$1,133.00) 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 employment for which he is reasonably suited by reason of education, training of 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~~.

An employee who is on layoff and who is recalled will have the following benefits continuation:

Recalled for less than 4 weeks-1 month benefits.

Recalled for 4-6 weeks-2 months benefits.

Recalled for 6-8 weeks-4 months benefits.

Recalled for 8+ weeks- 6 months benefits

Note: Employees with less than 10 years seniority will follow the above schedule but will be capped at 3 months benefits.

Employees who are recalled and still have benefit time left from their original layoff date will have the above amounts added to their entitlement, up to the maximum of 6 or 3 (based on seniority).

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. All retirees, retired prior to September 1, 2009 to pay \$5/month contribution and retirees after September 1/09 to pay \$10/month contribution.

**Retirees to receive:**

1. Ontario Health Insurance Plan .Ward coverage.
2. GS Drug Plan 3P - \$5.00 co-pay. No coverage for 'lifestyle" drugs. Mandatory unlisted generic drugs, no over the counter drugs , managed GS formulary, \$9 dispensing fee cap. (Note: retirees prior to September 1/09 will have \$2 copay and \$11 dispensing cap).
3. GS Extended Health Care Plan (including prosthetic plan), Out of province QI-180 days, Physio \$500.00 max.
4. GS Dental Plan 74 (No Orthodontal), \$2800 max per person per calendar year. 12 month recall. 1 year ODA lag.
5. 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.
6. GS Audio Plan H-1



7. GS Nursing Home Plan N-8 (ward coverage)  
(capped at \$1300 per month).

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.

6. 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.

7. 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 1/2007 \$45.00 per month. For those retiring on or after April 1, 2008 \$46.00 per month.

**SUPPLEMENTARY PENSION BENEFIT**

From age fifty-five (55) to age sixty-five (65)  
(a) For those retiring on and after April 1/07 \$23.00 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 1/07 will receive the following payments:

April 1, 2007	\$250
April 1, 2008	\$250
Oct. 1, 2009	\$300

### **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 LX 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 (1,700) 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 drug 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. Spouse and eligible dependents will be covered by dental set out in 64(b) until spouse remarries or no longer requires coverage, to a maximum of 5 years from the date of death. 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.

**REAVEMENT:**

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, stepchild, 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.

#### **OST OF LIVING ALLOWANCE**

This Article's **operation** is frozen **until** April 1/2013, **At** that time the **CPI** Base will be **set** accordingly for time of reactivation. However, **no** hits **will** be picked up or **recovered**.

---

### 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 Sept. 21/09, twenty-eight cents (~~\$0.28~~) will be folded into the wages of all classifications itemized in this Agreement and the Cost of Living allowance shall be ten cents (\$0.10).
  - (b) Cost of Living shall be calculated quarterly and paid weekly on the following basis, commencing April 1/07.
  - (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 ~~130.2 (1992=100)~~ and the float will be ~~ten cents (\$0.10)~~.
  - (e) For each .0746 (~~1992=100~~) increase or decrease in the Cost of Living Index published for that calculation month, an adjustment 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.

**TOOL MACHINE OPERATOR (ALLAROUND)**

To be classified in this occupation, an employee must be able to 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 training 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 (1/2) 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 (**1/2**) 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**.

**WAGES:**

Classifications	Apr.1/09	Sept.21/09
<b>Skilled Trades</b>		
Maintenance Leader	\$29.21	\$29.49
Arc and Acetylene Welder	\$29.16	\$29.44
<b>Tool Mechanic</b>	\$29.16	\$29.44
Machine Repair A	\$29.11	\$29.39
<b>Semi skilled-Group II</b>		

Production leader	\$27.36	\$27.64
Die Setter	\$27.21	\$27.49
Repair Welder	\$26.69	\$26.97
Pollution Control	\$26.49	\$26.77
<b>Group III</b>		
First aid and Tool Crib	\$26.54	\$26.82
Automatic Press	\$26.49	\$26.77
Litney Operator	\$26.49	\$26.77
Crane Operator	\$26.44	\$26.72
Press Operator	\$26.39	\$26.67
Labourer - General Help	\$26.35	\$26.63
Janitor	\$26.35	\$26.63
Loader Packer Operator		See Art. 77

Starting rates for new employees in Groups II and III hired 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 employees 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 be 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

(f) Casual absenteeism

Such additional employees shall be 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 only after they have worked 40 regular hours in the pay period

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 \$16.00, but shall not be eligible for C.O.L.A or shift premium.

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 contract 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 twentyfour (24) hours per week, with the exception of periods worked as vacation replacement.

The Company agrees to supply the Unions 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 April 1/2007, the Company **agrees** to pay the full **premium costs** covering ~~the~~ following ~~items~~ for employees who have completed **two** years of **seniority** and their eligible dependants, which **shall include** spouse or common law **spouse** and the ~~children~~ of the employee and **spouse**. However, Employees **covered** by these **benefits will pay \$30 per month** to the Company **towards such benefits**. Article **62** of the collective agreement **does not** apply to employees hired **on or after April 1, 2007**, except **as stated below:**

(unless noted changes are effective **September 8, 2009**)

##### **(a) OHIP**

**Ward** coverage.

However, employees who **have 5 years of continuous service** will **be eligible for this benefit as set out in Article 62** of the collective agreement.

(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 managed formulary, a dispensing cap of \$9 and mandatory generic substitution except where brand names are medically required. No coverage for over the counter drugs, lifestyle drugs (ie anti-obesity, stop-smoking or fertility).**

However, employees who have 5 years of continuous service will be eligible for this benefit as set out in Article 62 of the collective agreement

(c) **Dental Plan with a \$1000 annual maximum per calendar year for the employee and their eligible dependent and a 12 month re-call. Payment on the 2008 ODA schedule until April 1, 2013 and one year lag thereafter. There will be no orthodontic coverage.**

However, employees who have 5 years of continuous service will be eligible for this benefit as set out in Article 62 of the collective agreement

(d) **Vision Care - \$150 every 24 months. However, employees who have 5 years of continuous service will be eligible for this benefit as set out in 62 of the collective agreement (vision care only).**

(e) **Life Insurance - \$30,000. However, employees who have 5 years of**

continuous service will be eligible for this benefit as set out in Article 62 of the collective agreement.

**(f) ADD - \$15,000.00**

However, employees who have 5 years of continuous service will be eligible for this benefit as set out in Article 62 of the collective agreement.

- (g) Sickness & Accident - 100% of the premium cost of Sickness Accident Indemnity Plan having benefits of \$413 per week for a period of fifty two (52) weeks on a first day of accident, first day of hospitalization and eighth day sickness.**

The Employee will be required to apply for EI Sickness and Accident benefits, The Plan will pay benefits at the above noted level during the two-week waiting period based on either first day of accident, first day of hospitalization or eighth day of sickness. The Plan will then top up the EI benefits received until EI is exhausted. After the exhaustion of the EI benefits, the Plan will then pay benefits at the above noted level. The amount of benefits received from both EI and S&A will not exceed a period of 52 weeks from the first day of absence.

If the employee is not eligible for full EI benefits due to a depletion of his/her claim due to previous layoff, the Plan will pay full benefits for any weeks less than the usual amount of EI coverage.



To **qualify** for this benefit Employees must supply proof of EI benefits and/or proof of denial of EI benefits due to depletion from previous layoff.

Hospitalization to include out patient treatment for scheduled minor **surgical procedures**, but not emergency **room** treatment. The **weekly** benefit will be calculated **and paid** on the **basis** of a seven (7) calendar day **week and the carrier** will withhold ten (10%) percent for income **tax purposes**. 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 will not be eligible for coverage for S&A under Article 62.

(h) **Audio** - Employees who have **5 years of** continuous service will be eligible for 100% of the premium cost of Greenshield **audio H-1** or its **equivalent**

**In** the event of layoff, leave of absence or any interruption of employment, other than **Sickness & Accident** or compensable injury, **all insurance shall** be continued in force for **two (2) months** following **the last day of the month in which the interruption in employment occurs for those employees. In the case of absence resulting from Sickness & Accident**

---

the above benefit will be continued for a period of 52 weeks at the level the employee went out at. In the case of a compensable accident occurring at National Auto Radiator the employee shall be entitled to an additional 52 weeks of coverage.

An employee who is on layoff and who is recalled for 2 weeks or less will not have any additional entitlement to benefit continuation. If they are recalled for 6 weeks or less, they will get an additional one-month benefit entitlement and if recalled for more than 6 weeks, will receive the full 2 month benefit entitlement. Employees who are recalled and still have benefit time left from their original layoff date will have the above amounts added to their entitlement, to a maximum of 2 months.

**(2) RRSP Plan**

Employees hired on or after April 1/2007 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 for all compensated hours.

Effective April 1, 2009 - \$.85 per hour worked

Effective April 1, 2013 - \$.90 per hour worked

Employees injured during the course of their work at NAR will have contributions made for time for which they received WSIB temporary total disability benefits to a maximum of 40 hours per week for a maximum of 2080 hours for the first year after their injury.

Moneys contributed to the RRSP cannot be

withdrawn **until** the employee **is no** longer employed at NAR or has retired. Any money contributed to the plan is immediately vested in **the** employee.

Employees hired **on or** after April 1, 2004 are not eligible for retiree benefits.

**(3) Personal Paid Holidays**

Employees hired **on or** after April 1, 2007 shall receive the **following PPH** entitlement provided **that** they have performed **work** for the Company **for at** least one thousand (1000) **hours** during the **qualified** year. Employees who **worked less than 1000 hours** during the qualifying period shall receive **their PPH** entitlement on a pro-rata basis on the below **schedule.** **based on** their seniority entitlement.

Employees >2 years seniority **2 PPH day.**

Employees >3 years seniority **3 PPH day.**

Employees >4 years seniority **4 PPH day.**

Employees >5 years seniority **5 PPH day.**

**(4) Wages**

**Starting** rates for Employees hired **on or** after April 1, 2007:

September 1, 2009 - **\$18.00.**

April 1, 2013 - **\$19.00**

Employees will not receive COLA until they have received five (5) years of continuous service, at which time they will receive the COLA rate in effect at the **time.**

Employees hired on or after April 1, 2007 are not eligible for **SUB** payments.

**78. TERMINATION CLAUSE:**

**This Agreement shall remain in effect until April 1/2013, 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 third**

**day of September 2009**

**FOR**

**NATIONAL AUTO RADIATOR  
MANUFACTURING COMPANY LIMITED**

**John A. Rodzik - Chief Operating Officer**

**Sara MacDonald - Human Resources Manager**

**FOR**

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

**Debbie Fields      National Representative C.A.W.**

**Dave Labutte      Plant chairman**

**Kirk Lozon      1st Vice Chairperson Local 195**

**Mike McCartney      Vice Chair**

**Steve Matoski      Recording Secretary**

**Calvin Heincke      Committee Person**

**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**  
**SUPERVISOR'S 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 MANUFACTURING  
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 MANUFACTURING  
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 Contributions**

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, N0H 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 accumulate seniority and benefits during such leave.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING  
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 Rant 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  
RE: 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 MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED  
Wayne 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 MANUFACTURING  
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 MANUFACTURING  
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 be-  
tween the **Union** and the Company in **aiding** its employ-  
ees, 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 MANUFACTURING  
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 MANUFACTURING  
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

---

H

be entitled to terminate these benefits.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING  
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 cause 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 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, **less** the employee furnishes a satisfactory **reason** for absence on the next **scheduled** working day which he would have returned on.

Respectfully Yours,

**NATIONAL AUTO RADIATOR MANUFACTURING  
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  
Iay 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 MANUFACTURING  
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 experimental work, the Supervisor shall have an hourly employee 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 MANUFACTURING  
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 require-  
ments ~~to~~ meet obligations and vacation scheduling for  
summer months.

The Company shall, whenever possible, give consider-  
ation to vacation requests by seniority, within classifica-  
tions, while maintaining their management obligations.

Consideration will be given wherever possible to re-  
quests 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  
R E 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 MANUFACTURING  
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 MANUFACTURING  
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**

*Wear Sir.*

**Effective with the ratification of the Collective Agree-  
ment, 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 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  
Way 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 MANUFACTURING  
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 MANUFACTURING  
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 when 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.

Employees on steady days will not be used on next-in-line until all next-in-line on that shift have been utilized.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED  
Ray Garon  
Plant Manager**

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTIES  
R E 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 MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED  
Wayne Garon  
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTES  
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 ~~amendments~~ 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 MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
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  
Wayne 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.** claim 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.

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**.

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.

All claims for benefits shall be submitted through the **Company**.

---

125

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 employe~~
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 employe 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 employe 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 employe and the Union agree to fully disclose any information necessary to assist the Company in any such proceedings.~~

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING  
COMPANY LIMITED

Ray Garon  
Plant Manager

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTES  
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 MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED  
Way 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 MANUFACTURING  
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 MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED  
Ray Garon  
Plant Manager

---

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTIES**

**RE: Canada Day Holiday 2010, 2011, 2012**

**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 need 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  
Way 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 six cents (\$0.06) 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, 2007.**

**Respectfully Yours,**

**NATIONAL AUTO RADIATOR MANUFACTURING  
COMPANY LIMITED  
Ray Garon  
Plant Manager**

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTIES  
RE: Retirees**

February 06/01

**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 MANUFACTURING  
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:

1. **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**

**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 MANUFACTURING  
COMPANY LIMITED  
Ray Garon  
Plant Manager

---

**LETTER OF UNDERSTANDING BETWEEN  
THE PARTIES**

**R E 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 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 who were hired prior to September 1, 2009 will only be required to pay the agreed \$2.00 CO-Pay and not an extra yearly deductible.*

**Respectfully Yours,**

**NATIONAL AUTO RADIATOR MANUFACTURING  
COMPANY LIMITED  
Gary 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 MANUFACTURING  
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 39.

Respectfully Yours,

NATIONAL AUTO RADIATOR MANUFACTURING  
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.

Union time to attend to the members of National Auto Radiator would include but is not limited to such things as visiting a member at his home or at a hospital or making arrangements to set up the annual Christmas parties (adult and/or child).

That the Chairperson recognizes that he does have an obligation to return to the plant after he conducts his her Union business but the parties understand that due to circumstances such as when the Union business is completed or how far you are from the plant, the Company would not expect the Chairperson to return in circumstances that are unreasonable.

Furthermore, it has been discussed that **when the Chairperson requires his committee to be out of the building on Union Business, that the Chairperson will, when possible, give the Company 1 weeks notice and allow TPTs to cover the absence for the day.**

**Respectfully Yours,**

**NATIONAL AUTO RADIATOR MANUFACTURING  
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 MANUFACTURING  
COMPANY LIMITED**  
**Ray Garon**  
Plant Manager

**RE: Job Duties for Lean Manufacturing  
/Team Manufacturing**

April, 2007

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

1. Team will perform die set up and changes. More than one die setter may be assigned to a time change over. The Press operator will be an integral part of the set up and will perform duties such as cleaning the bolsters, rolling out the previous die, changing and setting EOAT, presstaging, sample sign-off etc. Die setters will use any necessary equipment such as cranes and lift trucks to accomplish the die set up.
2. Automatic press operators will set their own tooling, and do the first off on the press they are assigned to.

**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:

~~No~~ benefits will be payable ~~when~~ the circumstances are beyond the control of the company.

Short work week benefits will not be paid when the layoffs are for 90 days or less.

Respectfully Yours,  
NATIONAL AUTO RADIATOR MANUFACTURING  
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 MANUFACTURING  
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**

---

**LETTER OF UNDERSTANDING  
MECHANIC AND LUBRICATOR**

**The parties agree that the classification of Lubricator will be eliminated from the collective agreement. The duties and functions of the Lubricator will be the responsibility of the Pollution Control classification. Any next-in-line Lubricator will become the next-in-line Pollution Control.**

**It is agreed that Mr. Charles Dupuis will remain in the classification of Lubricator if and when he is working.**

**ADDITIONAL ITEMS AGREED TO  
AT 2007 NEGOTIATIONS**

1. **Additional** phone **extension** to be **put in** Union office.
2. Turnstile **gates at** exits will not require **swipe to exit**.

**LETTER OF UNDERSTANDING**  
**Re: Employees hired between March 1, 2004**  
**and March 31, 2007**

All employees hired between March 1, 2004 and March 31, 2007 will be entitled to all the provisions of the Collective Agreement except as amended herein:

**Wages: Base rate \$25.20**

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

- a) For all employees hired between March 1, 2004 to March 31, 2007, these employees will have their base rate adjusted as follows:
- b) For all employees who have completed 3 years of seniority by January 1, 2009, they will have their base rate adjusted to the base rate of the employees hired prior to March 1, 2004 and will be entitled to any wage increase in the third year.

For employees who attain 3 years of seniority in the last year of the agreement, they will have their base rate adjusted to the rate of the employees hired prior to March 1, 2004 effective the first pay period following their attaining 3 years of seniority, plus COLA in effect.

**Benefits:**

Upon completion of 3 years of seniority, they will be entitled to all benefits listed under Article 62 (a) with the exception of Nursing Home and LTD. In addition, they

will not be entitled to any retiree benefits (64(b)).  
Extension:

These employees will remain in the Group DC plan with the option to convert to the defined benefit plan in effect for employees hired prior to March 1, 2004. The rate of contribution will be \$1.15 (effective April 1, 2007) for 100 hours worked to a maximum of 2080 hours per year. Contributions contributed cannot be withdrawn until employee is no longer employed at National Auto Radiator or is retired. Any money contributed to the Plan is immediately vested in the employee.  
PH Days:

These employees will continue to be eligible for PPH days in accordance with Article 77 New Hires.

UB:

Employees hired on or after March 1, 2004 will not be eligible for SUB benefits as per Article 70 of the Collective Agreement

**LETTER OF UNDERSTANDING**

RE: **Press** Operator Classification

During negotiations, **the** parties have **discussed** at length the **changes to** the work in the **Press Operator Classification** with all the robotic and technology changes. The **duties/responsibilities** have changed **so** much that the parties agree **to** establish **a** new classification of **Loader/Packer/Operator**, which more closely describes **the work** being done.

Employees hired **after** April 1, 2007 will be assigned to **the** new classification. **The** current employees classified **as Press Operator** will **remain** classified as **Press Operator** **with their current rates** of pay. **However**, the parties agree that **as** employees hired prior to April 1, 2007 **retire, quit or** leave employment **for any reason**, replacements will be hired into **the** new classification.

For the purpose of overtime, **transfers etc.**, the **Press Operator** group and the **new** group will be treated as a **single** group until **such time** all employees are employed in **the Loader/Packer/Operator group**.

**Wages** and terms of employment **are** spelled out in **Article 77**.

**LETTER OF UNDERSTANDING**  
**RE: Hours of Work**

**Sept. 1/09**

The parties **have agreed** that if circumstances **require** a change in **Hours of Work** ~~from the~~ normal **Monday** through **Friday, rive 8 hour days**, the **parties will meet to** negotiate ~~the necessary~~ changes.

---

#### Items agreed to at 2009 Negotiations

1. Departments will be eliminated but **Company** agrees to **maintain** job rotation to prevent repetitive **stress** injuries.
2. Employees with compressor licenses will **rotate** on shifts as needed. If there are not **enough employees with licenses** for coverage of a shift, the company **may** use licensed **salaried** personnel.
3. The position of First Aid/Tool Crib will be eliminated April 1/2010. However, the Company will appoint and schedule **two qualified** First aid certificate holders on the Company's premises **during any shift with** more **than** forty five hourly rated employees covered **by this agreement** and one during any other shift. Scheduled first aid holders **will receive** thirty five (.35) cents per hour in addition **to their rate** for the hours they are **scheduled**. **The parties agree** should the services of a registered Nurse be **acquired, this** will **not** be in effect **during** the times **the Nurse is on** shift.
4. Die Setter trainee will be removed from Spare **Man** posting April **1/2010** and **become** part of **next-in-line**. At **that** time a posting for Die Setter trainee **next-in-line** will be posted and **that** list will be **used as the** next-in-line **list**.
5. **Dave** Tellier, Danny Nespolon, Herbie Hemberger, Roy Marchand and Billy Richer will be grandfathered into the **vacation** schedule **as** it appeared **in the** 2007 collective agreement **and** progress through the additional time and percentages **until they** reach 23 years of seniority at which time they will follow **the same** vacation schedule **as** the other employees.
5. **For** active employees, the contribution **towards** **benefits** of **\$30** per month will be deducted **in \$10** weekly deductions **until** the maximum of **\$360/year** is reached. Any **arrears** for the **year** will be deducted from **the** employee's vacation pay.



7. **Joe George and Ken Delisle** remain grandfathered on **LTD until age 65** or until **they apply for a Company** pension.
8. Retiree contribution to benefit coverage will be made by monthly **deduction to the pension cheques** or **annually** in a mutually **agreeable** manner.



# 2010

January 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2010						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2010						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2010						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

162