

**COLLECTIVE AGREEMENT**

between

**DANA CORPORATION, THERMAL PRODUCTS**

**LONG MANUFACTURING**

Cambridge, Ontario

(INSERT LOGO)

and the

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND**

**AEROSPACE WORKERS**

Local Lodge 2330

(INSERT LOGO)

May 5, 2005

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**COLLECTIVE AGREEMENT**  
between  
**DANA CORPORATION, THERMAL PRODUCTS**  
**LONG MANUFACTURING**  
in respect to its plant located in  
Cambridge, Ontario  
(hereinafter referred to as “the Company”)  
(INSERT LOGO)  
and  
**THE INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND**  
**AEROSPACE WORKERS**  
through its LOCAL LODGE NO. 2330  
(hereinafter referred to as “the Union”)  
(INSERT LOGO)

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes will be disposed of promptly and equitably.

**ARTICLE 2 – RECOGNITION**

2.01 (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Dana Corporation, Thermal Products - Long Manufacturing at its plant in Cambridge, Ontario, save and except all salaried staff. If the plant should close and a new location is established within a radius of 40 km. of the plant at 401 Franklin Blvd., Cambridge, the Collective Agreement will apply to such location.

(b) Employees excluded from the bargaining unit in Article 2.01 (a) of the Collective Agreement will not perform work customarily performed by bargaining unit employees to the extent that a bargaining unit employee is replaced; however, it is recognized that in the normal performance of their duties, supervisors will, on occasion, perform work that bargaining unit employees can and do perform. Such work will be only for reason of instruction, experimentation, or emergency.

(c) The Union recognizes the Company may hire students to perform bargaining unit work. The hiring of students will be restricted to between April 1 and the Friday after Labour Day each year. All students will be hired for the Group 1 - General Production classification only.

### ARTICLE 3 - UNION DUES AND UNION MEMBERSHIP

3.01 An employee who is a member of the Union on the effective date of this agreement, or who thereafter becomes a member, will continue membership in the Union for the duration of the agreement as a condition of continued employment.

3.02 Each employee hired will become a member of the Union within thirty (30) calendar days following his hiring as a condition of continued employment. The first two (2) months' Union dues that are deducted from the new employee's pay on a weekly basis, is an initiation fee.

3.03 (a) There will be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Company regarding any employee because of his membership in the Union.

(b) The Union, its members and/or agents will not discriminate, interfere, restrain, intimidate or coerce, or attempt to discriminate, interfere, restrain, intimidate or coerce, any employee in respect to his right to employment or in respect to union activity or membership and, further, there will be no solicitation of employees for union membership or dues on Company time.

3.04 During the life of the agreement, the Company will deduct weekly from the pay of its employees, in accordance with sections 3.01 and 3.02 above, union dues uniformly levied against all employees.

3.05 (a) The Company will deduct from the wages of all employees the amount of union dues, and forward same to the Secretary-Treasurer of the Union not later than the twenty-fifth day of the month following, along with a statement in alphabetical order, with each employees monthly deductions, with indications when applicable against those names from whom no deduction is made; indicating the reason for no deduction (i.e. sick, quit, laid off, etc.). The Union will notify the Company in writing of the amount of dues to be deducted.

3.05 (b) The Company will pay hourly employees for agreed to and authorized time spent on Union Business. The I.A.M.A.W. Local Lodge 2330 will reimburse the Company for the above pay including vacation pay on such.

Procedure:

1. The Union will submit one completed copy of the "Request for Absence from Work" form.
2. If the Company agrees to the absence(s), one copy of the form signed by the Human Resources Manager or her designate will be returned to the Union President authorizing the absence.
3. The employee(s) on Union Business will swipe out before starting such business and swipe in upon completion of their business.
4. The Company will invoice the Union on a monthly basis. The Union will receive a detailed statement of employees on Union Business and for how long, and rate of pay for each employee.

3.06 The students referred to in Article 2.01 (c) will not be members of the Union or pay Union Dues.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

4.01 During the term of this agreement there will be no lockout by the Company, nor strike by the Union as defined by The Labour Relations Act for the Province of Ontario.

## **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

5.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, discharge, classify, transfer, promote, demote, suspend, lay off and discipline employees, provided that a claim of disciplinary demotion, suspension, discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing and assembling, schedules of production, kinds and locations of machines and tools to be used, the engineering and designing of its products and the control of material and parts to be incorporated in the products produced;

(d) establish reasonable rules and regulations covering the operation of its business.

5.02 The Company agrees that its exclusive functions as provided by this agreement will be exercised in a manner consistent with all provisions of the agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 The Union will name a shop committee of not more than five (5) employees, covered by this agreement. Matters pertaining to the interpretation or application of this agreement and disputes over such matters will be discussed and adjusted by the Company and this Shop Committee as provided for in Sections 7.04 and 7.05.

6.02 (a) The Company will recognize stewards for each shift as follows, depending on the number of employees on the shift:

Up to and including 30 employees	1 steward
31 to 90 employees	2 stewards
91 or more employees	3 stewards

(b) The shop stewards will not be transferred from their respective shift, as long as there is work available which they are able and willing to perform.

(c) The Union will designate, and the company will recognize, a negotiating committee of three (3) employees. The Company will meet with the negotiating committee to discuss any proposed amendments to the Collective Agreement during the life of this agreement and during the normal period of negotiation as specified in Article 30.01 and 30.02 of this agreement. During these discussions an international officer of the I.A.M.A.W. may be present, if either party so requests.

6.03 The Company will be kept informed of the name of each Shop Steward and each member of the Shop Committee.

6.04 (a) Trade Union Conventions - No more than four (4) employees will be permitted the time off to serve as delegates. Such leave is not to exceed ten (10) working days in any one year, except in the year of the Grand Lodge Convention, when an additional ten (10) working days will be granted to no more than two (2) delegates.

(b) Local Union Business - Reasonable leave of absence will be granted to the Union Committee for the purpose of local union business, upon request of the Union President or designate. Leave of absence will not be unreasonably withheld. The Union will cooperate in avoiding disruption of production requirements. Such leave will normally be upon one (1) week's notice in writing to the designated management person for regular Union Meetings.

(c) Union Time Within the Plant - A shop steward or committee person will be permitted the necessary time during work hours without loss of pay for the purpose of using such time for the settlement of a complaint or grievance or any other function in regards to the administration and interpretation of the Collective Agreement. He will not leave his station except as provided by the above sentence, and only with the permission of and having informed his production supervisor as to the nature of the business.

If in the performance of this article, the Union President requests a meeting of the committee and a delay would cause substantial prejudice to the Union or employees, and the Company does not specify the time for the meeting within two (2) hours of the request, or cannot obtain the meeting two (2) hours prior to the end of the shift, the President will advise in writing of the names of the Union officials, not to exceed five (5), who will leave the plant. In no event will the group named under this subsection, leave the plant prior to 11:00 a.m.

(d) Regular Lodge Meetings - Shop stewards and lodge officials working the afternoon shift will be permitted time off, without pay, to attend regular local lodge meetings, provided the total number does not exceed five (5). Such time off will be granted if the Union gives written notice one (1) week in advance (48 hours in emergencies) to the designated management representative.

6.05 The Company will grant a leave of absence not to exceed four years, to an employee selected by the union, to serve as an International Representative. It is understood that this leave may be extended twice at the request of the Union so that the employee's service as an International Representative may continue. There will only be one employee out of the plant on this leave at any time.

This leave of absence is unpaid. The employee while on the leave of absence will not be covered by the Group Insurance and Pension Plan. The employee will accrue seniority during this leave for purposes of layoff and recall. This seniority will apply to the employee returning to the plant workforce in the following manner:

- I. By giving at least the length of notice required by the Employment Standards Act, before returning to the bargaining unit.
- II. The employee may bump into any classification as described in Article 27, provided the employee meets the qualifications and has adequate seniority.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 The parties hereto desire that every complaint, grievance or dispute will be dealt with as quickly as possible and that adjustment of every justified complaint, grievance or dispute will be made promptly.

7.02 STEP 1: An employee who has a complaint will first discuss it with his supervisor, either alone or with his shop steward, with a view to prompt and fair adjustment.

7.03 STEP 2: If satisfactory settlement cannot be reached within two (2) working days, the matter may be submitted in writing on a standard grievance form identifying the requested remedy and signed by the grievor and his steward and submitted to the supervisor by the steward within a further two (2) working days with such a discussion as may be necessary in order for the supervisor to fully record his decision on the form and return it to the steward within a further two (2) working days.

7.04 STEP 3: If the answer of the supervisor is not acceptable, or if it is a general grievance under Article 7.05 or Article 9.01, the grievance may be referred to the Shop Committee. If the Shop Committee feels that a just settlement has not been reached, it will give notice of appeal within five (5) working days following the answer in Clause 7.03. The Shop Committee, as designated in 6.01, will meet and discuss the grievance with representatives of management; such meeting to be held within five (5) working days after notice has been given. At this meeting an international officer of the I.A.M.A.W. may be present if either party so requests. The meeting may be suspended at the request of either party, and re-convened within five (5) working days. Within five (5) working days after the end of that meeting, a company representative will present the Company's final decision in writing to the Shop Committee. If the decision is still unsatisfactory to the Union, the grievance may then be submitted to arbitration.

7.05 The Union may submit as a general grievance any difference between parties arising from the interpretation, administration or alleged violation of this agreement, but only where an individual grievance of an employee or employees cannot be made pursuant to this article. Such general grievance will be processed beginning with Clause 7.04 and will specify the section or sections of the agreement alleged to have been violated.

7.06 The time allowances provided in the above sections may be extended by mutual agreement. If the time allowance or any mutually agreed upon extension is not observed by the Union, the grievance will be considered as withdrawn. If the time allowance or any mutually agreed upon extension is not observed by the Company, the grievance will be considered as advanced to the next step of the grievance procedure, including arbitration.

7.07 It is understood that at any stage of the grievance procedure, the aggrieved employee(s) (maximum of two) may be present or may be required to attend by either party.

7.08 Any conflict, grievance or dispute must be made known to the Company within ten (10) working days of the time the fact giving rise to the grievance became known to the Union Steward or Officer. The maximum financial liability of the Company in the settlement of a grievance will be limited to thirty (30) calendar days prior to the date the matter was first raised under the terms of Section 7.02 and 7.05 of this agreement. Exception will be made for issues concerning vacation payment and pension payment. This will be remedied for the period to which they apply.

## ARTICLE 8 – ARBITRATION

8.01 Any matter arising from the interpretation, application, administration or alleged violation of this agreement may be submitted to arbitration.

8.02(a) If either party desires to submit any grievance to arbitration it will notify the other party in writing within five (5) working days after the final decision is given under the grievance procedure.

(b) (i) As an alternative, and at the request of either party a pre-arbitration meeting will be held to review the circumstances of the grievance and consider settlement options.

(b) (ii) If mutually agreed, the parties will invite a mediator to this meeting. Each party will share the mediator's expenses equally.

With no resolution of the grievance from the pre-arbitration or mediation meeting, and if either party desires to submit the grievance to arbitration, it will notify the other party in writing within five (5) working days of the pre-arbitration or mediation meeting.

8.03 A single arbitrator may be used except where parties agree to a board of arbitration. The board of arbitration will consist of one member selected by the Company and one member selected by the Union, both of whom will endeavour to select the third member to act as chairman. While endeavouring to select a chairman, and by mutual agreement of the parties hereto, the two nominees may attempt to resolve the grievance, their solution, if any, being subject to the approval of their principals.

8.04 In the event the nominees fail to agree upon a neutral chairperson within ten (10) days, they will request the Minister of Labour of the Province of Ontario to immediately appoint a chairman.

8.05 The arbitration board will not make any decision inconsistent with the provisions of this agreement, nor will it alter, modify or amend any part of this agreement.

8.06 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and upon any employee concerned in or affected by said decision.

8.07 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairperson of the arbitration board.

8.08 No person may be named as nominee who has participated in an attempt to settle a grievance or dispute.

8.09 (a) By mutual agreement, the parties may appoint a single arbitrator.

(b) Notwithstanding the above, either party may apply for the expedited arbitration process as specified in Section 48 of the Labour Relations Act.

8.10 All reasonable arrangements will be made to permit the board of arbitration or arbitrator to have access to the plant to view the disputed operations and to confer with the necessary witnesses.



## ARTICLE 9 - SUSPENSION AND DISMISSAL

9.01 A claim by an employee that he has been unjustly dismissed or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Company's representative by the Shop Committee within three (3) working days of the notice of dismissal or suspension. Such grievance will be dealt with as outlined in Clause 7.04.

9.02 Such dismissal or suspension grievance may be settled under the grievance or arbitration procedure by any arrangement which may be deemed just and equitable in the opinion of the parties or of a board of arbitration (arbitrator).

9.03 A dismissed or suspended employee will be permitted, prior to leaving the plant, to consult with his shop steward in a place on the Company premises as designated by the Company for a period not to exceed one hour. The Company will pay for 15 minutes.

9.04 An employee requested to attend a meeting for the purpose of being disciplined, will be told the purpose of the request, and be informed he has the right to have a shop steward present.

9.05 When a formerly disciplined employee has accumulated a period of three (3) months for consultation, six (6) months for verbal warning, twelve (12) months for written and eighteen (18) months for suspensions, without further warnings, any consultation, verbal, written warnings or suspensions on file will be considered inactive for further discipline matters.

## ARTICLE 10 – PROBATION

10.01 A new employee will be considered a probationary employee until he has worked a total of **six hundred (600)** accumulated work hours in any consecutive twelve-month period, and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. After completion of the probationary period, an employee's seniority will date from the original date of hire within the consecutive twelve (12) month period.

## ARTICLE 11 – SENIORITY

11.01 Seniority will be on a plant wide basis.

11.02 An employee will lose his seniority and his services will be considered as terminated for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent from work for more than three (3) consecutive working days without having provided a reasonable explanation to the Company.
- (d) If the employee fails to report on the next day after expiration of his leave of absence unless failure to report is due to accident, illness or other emergency beyond the reasonable control of the employee.

(e) If the employee fails to advise the company within three (3) calendar days of his intention to return to work, or if he fails to return to work within five (5) working days following receipt of his notification of his recall by registered mail to his last known address.

(f) When an employee accepts a position outside the bargaining unit, such employee will retain and accumulate seniority for four (4) weeks from the date of transfer. In this time the employee may decide to remain in their new position or return to their former classification in the bargaining unit. Employees will be required to pay outstanding union dues upon return to union membership. Bargaining unit employees will not be transferred to non-bargaining unit positions to fill in for temporary absences or temporary vacancies.

(g) If the employee is on continuous layoff in excess of two (2) years from the date of layoff.

(h) If absent more than five (5) years due to Long Term Disability, from the date of first absence. Insured benefits for employees on LTD will not terminate at this time but will continue up to the age of 65.

11.03 The Company will furnish the Union with six (6) copies of the revised seniority list each month, and will post one (1) copy on the bulletin board each month.

11.04 (a) New employees will normally be hired for a shift other than days, after an orientation period of up to two (2) weeks on days. Employees who wish to transfer to days will be transferred by seniority provided they are capable of doing the work available. Employees will be transferred from days in the reverse order of seniority.

11.04(b) Group 3 employees are an exception to 11.04(a). Their orientation will be four (4) weeks on days and will not displace a senior employee working on the shift. If their orientation needs to be a longer duration, the Company and the Union will mutually agree on the schedule.

11.05 (a) If there is any change in the normal number of employees in any classification on any shift, and when students have completed orientation or are terminated, shift transfer notices will be posted for employees to express their shift preference. Employees in the Classification will be assigned to the shift of their choice in order of seniority with junior employees assigned to the remaining vacancies. 'Normal number' excludes fluctuations due to absenteeism for any reason.

(b) Employees on any leave must contact Human Resources indicating their desire to transfer to a different shift.

## ARTICLE 12 - LAYOFF AND RECALL

12.01 Layoff out of the plant or internal, will be by seniority as defined in Article 11.01 as long as it does not prevent the Company from maintaining a working force of employees who are able and willing to do the work available.

12.02 The posting of the notice of layoff will serve as notice to both the employee being removed from the job and to all junior employees. They will all have the same notice of layoff date whether they leave their job classification and do not bump, or whether they are bumped.

12.03 The Company will notify the President of the Union of all pending layoffs. The Company will provide the Union with a list, in writing, of all employees to be laid off at the time of the layoff.

12.04 The Company will endeavour to give employees who are to be laid off at least five (5) working days' notice of such layoff.

12.05 When there is a reduction in the number of employees required in a classification, employees will be laid off in reverse order of seniority.

12.06 The Bumping process is as follows:

(a) An employee who received notice of layoff must make known to the Company their desire to bump within five (5) calendar days of receiving the layoff notice.

(b) The employee may bump into any classification as described in Article 27, provided the employee meets the qualifications and has adequate seniority.

(c) The employee who is bumped out of a classification may bump other employees as described in 12.06(a) and (b). Each employee is allowed to submit one (1) bump at a time. It is understood that an employee who bumps and then is subsequently bumped themselves, may want to bump again. This could happen several times under the right circumstances. If any employee who is laid off out of the plant before having an opportunity to exercise his bumping rights, he retains those bumping rights.

(d) Employees who do not wish to exercise their bumping rights or are the final employees to be bumped out of a classification will be laid off.

12.07 Temporary layoffs, not to exceed two (2) days, due to manufacturing and business irregularities and/or production difficulties, may be made by the Company without regard to seniority. This provision will not be applied to any one employee in excess of ten (10) days within any twelve month (12) period.

12.08 (a) The President, Vice-president, Recording Secretary, and Secretary Treasurer of the Union, with one (1) year or more seniority, will have top seniority for the purposes of layoff and recall and shift transfers, and will be retained in employment as long as there is work that they are willing and able to perform. The above Officers will not hold top seniority in any Classification above General Production. If two or more elected Union Officers hold the same classification and insufficient work is available, individual seniority will prevail. An employee in an elected union position, as specified above, may voluntarily change shifts if they are able to do so by virtue of their individual seniority.

(b) Shop stewards with one (1) year or more seniority, will have top seniority on their shift for the purpose of layoff, and will be retained in employment by shift as long as there is work available and that they are willing and able to perform. If all employees on a shift, including the shop steward, are laid off or transferred, the shop steward will have top seniority for the purpose of recall and transfer back to their shift. Stewards will not hold top seniority in any classification above General Production. If two or more elected stewards hold the same classification and insufficient work is available, individual seniority will prevail.

12.09 (a) When a vacancy(s) occurs in a particular classification, employees who have previously been laid off from that classification as a result of surplus, will be recalled in order of seniority. Employees will hold recall rights to a previous classification for two (2) years. The two (2) years recall rights, will be continuous from the last day worked in the classification, either on a permanent or temporary basis. Once the two (2) years have been exhausted the employee's status will change from laid off to back-up operator.

(b) Such vacancy(s) will not be posted for bid pursuant to Article 14.01, until all employees with prior rights to the vacancy(s) have been given the opportunity to fill the said vacancy(s).

(c) Once 12.09 (a) has been completed, employees on layoff out of the plant will be recalled to work in accordance with their seniority provided they are qualified to do the work available.

(d) Any employee who declines recall under 12.09(a) or accepts another classification with equal or better pay under Article 14.01 will forfeit all rights to recall.

**New 12.09(e)** – When there is a reduction in a classification the employee can go to the shift of their choice where their seniority allows them to keep their classification, or the employee can go on the back up list on their current shift and will be used according to their seniority.

**New 12.09(f)** – If being used while on back up list for 30 consecutive working days, job must be posted as permanent position, 14.04(d) still applies.

12.10 (a) If an employee refuses a recall, it will be considered that he has terminated his services with the Company.

(b) Any employee in job group three (3) may refuse recall by seniority except to the job classification he held at the time of layoff. After one (1) refusal of recall by seniority, he may only return to work upon recall to the job classification he held at the time of layoff. Article 11.02 (g) will still apply.

12.11 Prior to using outside contractors on work normally performed by Skilled Trades, the company will offer all available hours to the Trades employees, although, it is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own company.

## ARTICLE 13 – TRANSFERS

13.01 (a) Except when bumping into a lower rated job in lieu of layoff, an employee will not suffer any loss of pay when temporarily transferred to a lower rated job.

(b) When an employee is transferred to a higher rated job, he will be paid the higher of the two rates for the hours worked. If the period is equal to or greater than 2 ½ hours, the higher rate will be paid for the entire shift in which he is transferred.

**New(c)** If the period is equal to or greater than 2 ½ hours, the higher rate will be paid for the entire shift in which he is transferred.

**New(d)** Transfers between classifications will not be used on overtime except where it is necessary due to the absence of an employee who was scheduled to work the overtime, equipment breakdown during the overtime, or other unavoidable emergencies.

13.02 Requests by an employee to transfer to General Production from other classifications will be accepted and granted prior to posting any vacancy. The employee must file a written request.

13.03 Light duties within any classification including General Production, may be requested by an employee who, because of physical or health reasons, is unable to adequately perform his job. The employee must file full medical proof and a written request for such transfer. The Company will consider such requests and, if granted, transfer the employee for a period of up to twelve (12) weeks. Consideration for light duties will be in the employee's classification or General Production classification. The job rate of the duties performed will be paid.

## ARTICLE 14 - JOB POSTINGS

14.01 (a) Vacancies and new jobs will be posted on the bulletin boards for three (3) working days specifying the classification, the shift, and the number available. Applications must be in writing. Promotions to vacancies will be based on seniority, provided the applicant is capable of performing the work and has successfully completed the applicable tests.

(b) Employees on any leave must contact Human Resources indicating their desire to bid on job postings.

14.02 The Union will be provided with a copy of all completed job postings showing all applicants including the successful applicant.

14.03 (a) Successful applicants will be given thirty (30) working days to become familiar with the job. If during the familiarization period the applicant is considered to be incapable of performing the job or chooses not to remain on the new job, the employee will be returned to his former job. At any time the prior successful applicant leaves the job during the thirty (30) day familiarization period or before, it is understood and agreed that the Company will offer the job to the next senior applicant who is capable of performing the work and has successfully completed the applicable tests.

(b) If there is no successful applicant, the Company will hire from outside.

14.04 (a) Positions of backup operators will be posted for jobs in Groups One (1) and Two (2), other than General Production. Backup operators may be used to fill in temporary vacancies caused by absenteeism, in the event there are no laid off employees on that shift. Successful applicants will carry their own seniority to the backup operator position.

(b) Applications for backup operator will be confined to each shift. If no successful applicant for backup operator position, the Company may consider applications from other shifts, providing the permanent position is vacant for a period longer than three (3) days.

(c) Applicants to backup postings are limited to General Production employees, unless the employee withdraws from the previous classification.

(d) Any position filled by a backup operator for one (1) year due to any leave of absence will become a permanent vacancy and posted.

(e) An employee holding a backup operator posting may bid for any permanent job posting. Successful applicant will be required to withdraw their backup classification.

(f) Backup operators do not have any rights to the permanent position. They must apply for the permanent position through the job posting procedure.

(g) Employees who transfer to a new shift, must withdraw their backup classification.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 The Company will grant leave of absence without pay or loss of seniority for the following reasons:

(a) Up to thirty (30) calendar days for legitimate personal reasons with due regard for production requirements. Applications for such leave of absence will be requested in writing prior to the commencement of such leave. A copy of all approved leaves of absence will be given to the Union. Answers to requests for leave of absence will not be unreasonably withheld and each case will be judged on its own merit.

(b) Up to one (1) year due to illness or accident certified by a medical doctor. This may be extended up to one (1) additional year at the Company's discretion upon written request by the employee. The Company will maintain the employee's benefits for the duration of his leave under 15.01 (b) and (c).

(c) Up to one (1) year due to illness or accident certified by a medical doctor. This will be extended up to one (1) additional year upon the written request of the employee, provided the employee has five (5) years or more seniority at the time of commencement of the initial leave of absence.

(d) Group insurance benefits (except Weekly Indemnity) will continue until the end of the month following the month in which the leave of absence commenced, except those employees on leave of absence for compassionate reasons, will have their benefits paid for the duration of the leave.

**New 15.01(e)**– Up to ten (10) days Emergency Leave in accordance with the Employment Standards Act.

**New 15.01(f)**– Up to eight (8) weeks Family Medical Leave in accordance with the Employment Standards Act.

15.02 (a) An employee will be required to begin her pregnancy leave at the time when her own physician decides. A pregnancy/parental leave of absence will be granted for a period in accordance with the Employment Standards Act.

(b) With the exception of Weekly Indemnity, insurance benefits will continue for employees on pregnancy or parental leave.

## **ARTICLE 16 - POSTING NOTICES**

16.01 The Union will have a designated bulletin board for the posting of notices and announcements of official union business. Notices and announcements other than those pertaining to regular lodge meetings must have prior approval of the Company before being posted.

## **ARTICLE 17 - SAFETY AND HEALTH**

17.01 The Company will continue to make provision for the safety and health of its employees during the hours of their employment, and will meet the applicable requirements of the Occupational Health and Safety Act.

17.02 All the workers' health records have been secured in a locked cabinet and these records will be maintained in a confidential manner, i.e.: no worker health information will be accessed or released by the Company without the written consent of the worker. These records include the Audiograms.

17.03 (a) Employees who are injured at work and are sent home or to a hospital or doctor because of such injury and are unable to return to work, will be paid for the balance of the shift at their hourly rate.

(b) The Company will provide transportation to a hospital or the office of a physician if an employee becomes injured or ill at work and requires immediate medical treatment.

17.04(a) The Company will provide regular or prescription safety glasses and replacements in accordance with the Company's eye protection policy, **total cost of which will be covered by the Company**. Prescription lenses may be changed once a year upon presentation of an eye specialist or optician's order.

(b) The Company will provide a safety shoe allowance for eligible employees of **\$125.00 inclusive of all taxes** every (12) twelve months. The classifications eligible are Millwrights, Tool and Die Makers, Electrician, Utility, Material Handlers, Janitor and backup operators for the above stated classifications. Payment will be made upon submission of purchase receipt.

17.05 The Company will conduct quarterly meetings and tours with the Joint Occupational Health and Safety Committee. Also, semi-annual meetings for the purpose of training employees will be conducted.

17.06 Procedure for Leaving the Plant due to Heat: When an employee is working and becomes ill due to heat caused by climatic conditions, he will notify his supervisor if available and report to the First Aid Office. If the supervisor was not available, the employee will indicate this to the First Aid Attendant. The First Aid Attendant will administer whatever care is indicated in order to try and relieve the symptoms. The employee will then report back to his department. If he continues to feel sick, he will advise his supervisor that he is going home and will be leaving the plant.

## **ARTICLE 18 - HOURS OF WORK**

18.01 The normal workweek will consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

18.02 For the purpose of determination of shifts and the applying of shift premium, the following is provided:

(a) DAY SHIFT

When the majority of hours on an employee's assigned shift fall between the hours of 7:00a.m. and 3:00p.m. inclusive, he will be considered as working the day shift.

(b) AFTERNOON SHIFT

When the majority of hours on an employee's assigned shift fall between the hours of 3:00p.m. and 11:00p.m. inclusive, he will be considered as working on the afternoon shift.

(c) NIGHT SHIFT

When the majority of hours on an employee's assigned shift fall between the hours of 11:00p.m. and 7:00a.m. inclusive, he will be considered as working on the night shift.

18.03 A ten-minute paid break period will be provided by the Company in each half of a shift and at times designated by the Company.

18.04 Wash-Up and Clean-Up Periods A five (5) minute paid wash-up period will be provided immediately prior to the end of the first half of each shift, while a five (5) minute paid clean-up period will be provided immediately prior to the end of the second half of each shift, unless overtime is scheduled. In case of overtime being worked, the clean-up period will be moved to five (5) minutes immediately prior to termination of such overtime. Regarding the five minute clean up at the end of a shift, any employee who's area is cleaned satisfactorily will be allowed the remaining time for personal wash up time.

18.05 Employees working on a three (3) shift arrangement will be granted a paid twenty minute lunch break, with a 5 minute wash up period, as in 18.04.

18.06 Lateness up to three (3) minutes per occasion will not be deducted from an employee's pay. When lateness exceeds three (3) minutes, the entire amount of lateness will be deducted from employee's pay. Repeated tardiness, however, may be subject to disciplinary action.

18.07 This article is not to be interpreted as a guarantee of hours or days of work.



## ARTICLE 19 – OVERTIME

19.01 Employees may be required to work additional hours per day or per week if such additional hours are compensated for at the rate set forth below:

(a) Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in one workday.

(b) Time and one half (1-1/2) will be paid for all time worked on Saturday, except that an employee whose regular shift starts Friday evening and extends into Saturday will not be eligible for time and one half (1-1/2) premium pay for time worked on such shift.

(c) Double time will be paid for all time worked on Sunday, except for the first hour of the 11-7 shift (i.e. 11:00 p.m. to 12:00 midnight Sunday).

(d) Double time, in addition to the pay required under Article 24 below, will be paid for all time worked on designated paid holidays. Whenever any of the paid holidays occur on Sunday, the holiday pay provisions will apply to the following Monday instead of Sunday.

(e) Double time will be paid for all overtime worked on a Saturday adjacent to a paid holiday, except for regular shift extension as per (b) above.

(f) Double time will be paid, from Monday to Friday, for all time worked in excess of twelve (12) hours in one workday.

(g) Double time will be paid for all time worked on Saturday in excess of eight (8) hours for that workday.

(h) Double time will be paid to eligible employees for overtime worked on the Saturday prior to the Plant Shutdown. Eligible employees are those who are taking all the allotted Shutdown time for vacation.

19.02 A minimum of four (4) hours at straight hourly rate, or the applicable overtime rate for the actual length of time worked (whichever is the greater), will be paid to an employee recalled after having left the plant premises at the conclusion of normal working hours.

19.03 The Company will, at all times, give employees advance notice that work is not available. Any employee not so notified who reports for work at his regular time will be guaranteed four (4) hours' work or four (4) hours' pay at his regular rate unless such cancellation is due to circumstances beyond the control of the Company such as fire or power failure.

19.04 The Company will distribute overtime as fairly as possible among those employees who normally perform the work requiring overtime. Employees offered overtime assignments will be considered as having performed such work for the purpose of equal distribution. An employee who is absent for any reason, except Union Business, and whose turn it was to work overtime, will be considered as having worked for the purpose of equal distribution.

19.05 Overtime will be on a voluntary basis. However, should an insufficient number of employees volunteer for overtime, employees may be scheduled up to eight (8) hours overtime per week in the reverse order of seniority within the department concerned. When possible, at least one (1) day's notice of overtime will be given.

19.06 Break Periods During Overtime-The Company will provide a ten (10) minute break between the regular shift and two (2) hours scheduled overtime before or after the shift. A ten (10) minute break will be provided at the beginning of each two (2) hour period of subsequently scheduled overtime.

## **ARTICLE 20 OFF-SHIFT PREMIUM**

20.01 (a) A premium of sixty (.60) cents per hour will be paid for the afternoon shift and (.65) cents per hour for the midnight shift. **In Year 2, a premium of sixty-five (.65) cents per hour will be paid for the afternoon shift and seventy (.70) cents per hour for the midnight shift.**

(b) The above premiums will be paid for all hours worked on the respective shifts, but will not be used for the computation of overtime.

## **ARTICLE 21 - FIRST-AID ATTENDANT – FLOATER**

21.01 A First-Aid Attendant will be paid at a rate equal to his hourly rate plus twenty-five (25) cents per hour. The gross rate will be his base hourly rate for the purpose of calculating overtime.

21.02 A Floater will be paid a rate equal to his hourly rate plus twenty-five (25) cents per hour more than the highest classification over which he floats. The gross rate will be his base hourly rate for the purpose of calculating overtime.

## **ARTICLE 22 - BEREAVEMENT ALLOWANCE**

22.01 (a) Upon notification of a bereavement in the immediate family of an active employee, the employee will be granted the next three (3) scheduled working days off, following notification, excluding Saturday and Sunday, and be paid his straight time hourly rate. In all cases, the time off and the paid time off must be completed within five (5) calendar days of notification. For the purpose of clause 22.01(a) immediate family will mean: current spouse, mother, father, sister, brother, son, daughter, **grandparent** and grandchild.

(b) When a bereavement occurs in the non-immediate family of an active employee, the employee will be allowed such time as may reasonably be needed for the purpose of attending the funeral, and will be paid his basic straight time hourly rate up to three (3) regularly scheduled work days, excluding Saturday and Sunday, during the period beginning with the day of death and ending with the day of such funeral.

For the purpose of this clause 22.01 (b), the term "non-immediate family" will mean: current mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

(c) If an active employee is unable to attend the funeral of his current mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, he will be granted one day off with pay provided that: (i) the day is taken on or before the day of the funeral; (ii) the employee would otherwise have worked that day.

## ARTICLE 23 - JURY DUTY AND WITNESS

23.01 Employees required to serve on jury duty and employees required to serve as witnesses subpoenaed to give evidence in Court (excluding arbitration or Labour board matters), will be paid the difference between the straight time rate they would have earned and the amount they receive for jury duty or witness fees, as the case may be. The employee must present proof of such service and the amount of pay received from the Court. If the employee is on the afternoon shift, he will be excused from work the day on which he is required to serve. If on the night shift, he will be excused from work each shift before he is required to serve. An employee who is required to serve on jury duty or required to serve as a witness on a paid holiday(s) or vacation day(s), will be granted an additional day(s) off. Such additional day(s) off will be taken within five (5) calendar days of completion of the jury duty or Witness or within five (5) working days of completion of the plant shutdown.

## ARTICLE 24 - PAID HOLIDAYS

24.01 Eligible employees will be paid for each of the following holidays for the hours they would have worked, had such a day not been a holiday, at their straight time hourly plus shift premium rate:

<b>2005</b>		
	<b>Eight Hour Shift</b>	<b>Ten Hour Shift</b>
Victoria Day	May 23, 2005	May 23, 2005
Canada Day	July 1, 2005	June 30, 2005
Civic Holiday	August 1, 2005	August 1, 2005
Labour Day	September 5, 2005	September 5, 2005
Thanksgiving Day	October 10, 2005	October 10, 2005
Floater	November 11, 2005	November 10, 2005
Floater	December 23, 2005	December 22, 2005
Christmas Day	December 26, 2005	December 26, 2005
Boxing Day	December 27, 2005	December 27, 2005
Floater	December 28, 2005	December 28, 2005
Floater	December 29, 2005	December 29, 2005
Floater	December 30, 2005	
New Year's Day	January 2, 2006	January 2, 2006
Heritage Day	February 20, 2006	February 20, 2006
Good Friday	April 14, 2006	April 13, 2006
Floater	April 17, 2006	April 17, 2006

<b>2006</b>		
	<b>Eight Hour Shift</b>	<b>Ten Hour Shift</b>
Victoria Day	May 22, 2006	May 22, 2006
Canada Day	June 30, 2006	June 29, 2006
Civic Holiday	August 7, 2006	August 7, 2006
Labour Day	September 4, 2006	September 4, 2006
Thanksgiving Day	October 9, 2006	October 9, 2006
Floater	December 22, 2006	December 21, 2006
Christmas Day	December 25, 2006	December 25, 2006
Boxing Day	December 26, 2006	December 26, 2006
Floater	December 27, 2006	December 27, 2006
Floater	December 28, 2006	December 28, 2006
Floater	December 29, 2006	
New Year's Day	January 1, 2007	January 1, 2007
Floater	January 2, 2007	January 2, 2007
Heritage Day	February 19, 2007	February 19, 2007
Good Friday	April 6, 2007	April 5, 2007
Floater	April 9, 2007	April 9, 2007

<b>2007</b>		
	<b>Eight Hour Shift</b>	<b>Ten Hour Shift</b>
Victoria Day	May 21, 2007	May 21, 2007
Canada Day	June 29, 2007	June 28, 2007
Civic Holiday	August 6, 2007	August 6, 2007
Labour Day	September 3, 2007	September 3, 2007
Thanksgiving Day	October 8, 2007	October 8, 2007
Floater	December 24, 2007	December 24, 2007
Christmas Day	December 25, 2007	December 25, 2007
Boxing Day	December 26, 2007	December 26, 2007
Floater	December 27, 2007	December 27, 2007
Floater	December 28, 2007	
Floater	December 31, 2007	December 31, 2007
New Year's Day	January 1, 2008	January 1, 2008
Floater	January 2, 2008	January 2, 2008
Heritage Day	February 18, 2008	February 18, 2008
Good Friday	March 21, 2008	March 20, 2008
Floater	March 24, 2008	March 24, 2008

Note: Past practice to be used for ten hour schedule.

24.02 (a) In the first 30 days of their probation period employees will receive holiday pay in accordance with the Ontario Employment Standards Act.

(b) In order to be eligible for holiday pay, an employee must have completed thirty (30) calendar days of his probationary period.

**(c)** Should an employee work only a portion of the eight (8) hours immediately preceding the holiday or the eight (8) hours immediately following the holiday, such time lost will be deducted from the holiday pay unless:

(i) he has been granted a leave of absence by the Human Resources Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday, or he is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for less than ten (10) working days.

(ii) he has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday,

(iii) he is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for more than ten (10) working days and for a continuous period of not more than thirty two (32) weeks. In this case, the Company will make up the difference in pay (Formula for weekly indemnity top up is (hourly rate @ 8 hours) – (hourly rate @ 40 hours) X .6667, divided by 7 days. Formula for WSIB top up is (hourly rate @ 8 hours) - WSIB daily payment.) Also, where the holiday is included in the three day waiting period, he employee will be paid their regular statutory holiday pay.

(iv) an employee who has been absent on Weekly Indemnity for more than thirty-two (32) weeks and returns to work on the first work day following a paid holiday, will be paid for that paid holiday. The employee will be paid a maximum of one (1) paid holiday under this clause.

Lateness up to but not exceeding one-half (1/2) hour at the commencement of the qualifying eight (8) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnight's, shift premiums will be included.

24.03 If a paid holiday occurs during an eligible employee's approved vacation period, such holiday will be added to his vacation period.

24.04 If a paid holiday occurs within 10 days prior to an employee's return to work from Maternity or Parental Leave of Absence, the employee will be eligible for holiday pay, up to a maximum of one day, to be paid after her return to work.

## **ARTICLE 25 – VACATIONS**

25.01 Each employee who, on the 30th day of June in each year, is on the active payroll of the Company or is on layoff, is entitled to receive the following vacation with pay:

Years of Service	Vacation Entitlement	Vacation Pay
Less than one (1) year	One day per month of service To a maximum of ten (10) days	4% of total earnings
Greater than one (1), less than five (5)	Two (2) weeks	4%
Five (5) years or greater	Three (3) weeks	6%
Ten (10) years or greater	Four (4) weeks	8%
Twenty (20) years or greater	Five (5) weeks	10%

Vacation pay is calculated as a percent of total earnings received during the twelve (12) months ending on the 30th day of June of that year.

25.02 For the purpose only of computing vacation pay of an employee who was in receipt of compensation under the Workplace Safety and Insurance Board or Weekly Indemnity during any part of the year for which the vacation is granted, the Company will add to the amount of wages which he actually earned a sum equal to the average hourly rate of his wages for the part of the year during which he did work, multiplied by the number of hours he was in receipt of Workplace Safety and Insurance Board or Weekly Indemnity, as the case may be, during the year.

25.03(a) All vacation will be taken at periods to be established and/or approved by the company.

**New 25.03 (a)i** The Company will notify the Union and employees of an initial summer vacation schedule identifying available vacation by department and shift, not later than January 15<sup>th</sup> of that year.

By February 15<sup>th</sup> employees will request vacation. Those requests will identify consecutive weeks to a maximum of three (3) during the months of July and August or for the balance of the vacation year in accordance with Article 25.03 (b) vi.

By February 28<sup>th</sup>, the Company will advise the employees by seniority of approved vacation. Once approved, every reasonable effort will be made to honour the approved vacation.

**New 25.03(a)ii** The Company will notify the Union and employees of any additional weeks of available weeks vacation during the summer vacation schedule no later than the last day of March. By the third Monday in April employees will request vacation for any additional vacation openings.

By the last day of April, the Company will advise employees of approved vacation under the updated summer vacation schedule by seniority.

**New 25.03(a)iii** The Company will post for shift transfers in the first week of April for the summer vacation schedule.

Transfer approval: Transfers from second or third shifts will be approved by seniority, but will not leave any shift with more than 50% of assigned employees being students or probationary employees. Following the summer vacation schedule Article 11.05 will apply. Approved vacations cannot be carried on a shift to shift transfer during the vacation schedule.

(b) Employees eligible for vacation entitlement greater than **the approved summer vacation schedule** may request that the remaining week(s) of vacation be delayed until a later date, but in no event later than June 30 of the following year. Such requests will be granted if production requirements permit subject to the following limitations:

(i) In departments of up to and including ten (10) employees, one (1) employee may be absent in any one (1) day.

(ii) In departments of more than ten (10) but less than twenty (20) employees, two (2) employees may be absent in any one (1) day.

(iii) In departments of twenty-one (21) to forty (40) employees, three (3) employees may be absent in any one (1) day.

(iv) In departments of more than forty (40), five (5) employees may be absent in any one day.

(v) Vacation earned as of June 30th in any year may only be taken after June 30th of that year and not before, except for Tool & Die Makers, Electricians, Millwrights, and Maintenance employees required to work during shutdown who may take vacation during or after the first week which includes June 1st.

(vi) It is not the Company's policy to allow an employee vacation for a sick day. Vacation days have to be asked for in advance, as each Department requires a certain number of employees to arrange for production requirements. If an employee has asked for vacation time, and the company has granted such time off prior to a layoff (e.g.: inventory taking) we cannot change this day to a layoff day.

Where management has determined that vacation time is available, requests for vacation beyond **the summer vacation schedule** submitted within thirty (30) days of the posting of the **initial summer vacation schedule** notice, will be granted based upon seniority and the above limitations. Requests for vacation beyond **summer vacation schedule**, will be granted based on chronological order of submission and the above limitations.

25.04 In the event an employee is on Weekly Indemnity or a Workplace Safety & Insurance Board claim prior to the time of his scheduled vacation period, or sustains an accident or illness during his vacation period, which in the opinion of a Medical Doctor would have rendered the employee unable to work, such employee may, upon application defer that portion of his vacation for which he was medically unfit for work, to a later date mutually satisfactory to the Company and the employee.

25.05 It is recognized that employees may be required to work during the vacation shutdown. If there is insufficient volunteers to meet the customer requirements, employees will be selected to work in reverse seniority from the classification required. It is also recognized that the Company will make every effort to all senior employees, in their classification, the vacation shutdown. Before requiring people, other than skilled trades, to work during vacation shutdown, the company will seek the necessary skills from laid off **General Production** employees and summer students.

## ARTICLE 26 - GROUP INSURANCE AND PENSION

26.01 In order to be eligible for the group insurance plan as set forth below, an employee must have acquired seniority.

26.02 The Company will provide in accordance with the rules and regulations of the carrier and pay one hundred (100%) per cent of the premiums of the following:

(a) Hospitalization coverage is for private accommodation. Maximum daily rate for private hospital rooms will be two hundred and twenty (\$220) dollars, maximum daily rate for semiprivate hospital rooms will be one hundred and ninety (\$190) dollars.

(b) Prescription Drug Plan Annual cap of twelve thousand (\$12,000) dollars per eligible employee and eligible dependent. If an employee's expenses exceed this cap the Company will assist employees in the process of applying for coverage through the Ontario Government sponsored Trillium drug plan.

(c) Extended Health Care or equivalent on a no-deductible basis, with "out-of-province" coverage.

(i) Orthopedic coverage of stock item and custom-made orthopedic shoes, orthopedic modifications to shoes and orthotics to a maximum of one (1) pair every twelve (12) months prescribed by a Physician, Chiropracist or Podiatrist.

(ii) Chiropractor coverage in Year 1 once Employer Health Tax coverage has been exhausted, is **twelve (\$12.00) dollars** per treatment to a maximum of **two hundred and forty (\$240) dollars per calendar year**.

(iii) Massage Therapy coverage in Year 1 is **ten (\$10.00) dollars** per treatment to a maximum of **one hundred and sixty (\$160) dollars per calendar year**.

(iv) Hearing Aid coverage in Year 1 is for eligible expenses incurred during a five (5) year period up to a maximum of **one thousand (\$1000) dollars**.

(v) Vision Care coverage is for prescription glasses or contact lenses up to a maximum of one hundred and seventy five (\$175) dollars per family member every two years.

**New(vi) Physiotherapy coverage is an annual maximum of one thousand (\$1000) dollars per calendar year for each eligible employee and dependant effective January 1, 2006.**



(d) Dental coverage is equivalent to Blue Cross Plan No. 9, **with nine (9) month recall visit**, 100% insured to the current O.D.A. schedule of fees. **Annual dental maximum will be based on calendar year effective January 1, 2005**; Diagnostic/Preventative, Restorative, Peridontic and Endodontic procedures will have a combined annual maximum of \$1,400. Denture coverage is 50% co-insurance, up to an annual maximum of **one thousand (\$1000) dollars**. **Bridge/Crown** coverage is 50% co-insurance, up to an annual maximum of **one thousand (\$1000) dollars**. Orthodontic coverage is 50% co-insurance to a lifetime maximum of \$1,200 for eligible members (includes employees and dependants)

(e) Life Insurance	<b>As of May 1/05</b>	<b>\$37,500</b>
	<b>As of May 1/06</b>	<b>\$38,500</b>
	<b>As of May 1/07</b>	<b>\$39,500</b>

(f) A.D.&D.	<b>As of May 1/05</b>	<b>\$37,500</b>
	<b>As of May 1/06</b>	<b>\$38,500</b>
	<b>As of May 1/07</b>	<b>\$39,500</b>

(g) Pension

1. For all hours or portion thereof for which an employee receives pay, the Company will make the following contributions to the Pension Fund.

Year 1	Year 2	Year 3
\$1.07	\$1.12	\$1.20

1. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable. In addition to the hours shown on their weekly swipes, they will receive credit for hours as follows:

Holidays	8 hours per day
Union Business	as hours paid
Bereavement	as hours paid
Jury Duty	as hours paid
Overtime	as hours paid

1. Contributions for new employees are payable from the first day following the completion of the probationary period, retroactive to the date of hire.
2. The Company and Union further agree as follows
  - i. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
  - ii. The Pension Plan adopted by the Trustees of the said Pension Fund will at all times conform with the requirements of the Ontario Pension Benefits Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.

- iii. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees will have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
  - iv. If the Company will fail to make its contributions to the Pension Fund by the fifteenth day (15<sup>th</sup>) of the following month and such default will continue for thirty (30) working days, the Company will be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.
3. The parties further acknowledge that no other agreement between the Company and the Union regarding pension or retirement is in effect or will be effective during the period by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
  4. It is understood and agreed by both parties that, upon making its contributions to the Pension fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.
  5. This obligation to contribute covers the plant located at:

401 Franklin Blvd.  
 Cambridge, Ontario  
 N1R 5Y2

Dated this 5<sup>th</sup> day of May, 2002.

Dan Cavanagh	Colin Cherry
Authorized Officer for the Company	Authorized Officer for the Union

Company will make arrangements for employees to continue to make their own personal R.R.S.P. contributions through payroll deduction.

(h) Retirement - Employees who retire after age 55 will be covered for Extended Health Care or equivalent on a no-deductible basis until age 65 and will be covered for seven thousand (\$7,000) dollars Life Insurance. For employees retiring after May 4, 2005 Life Insurance coverage will increase to **eight thousand (\$8,000) dollars**.

Company to provide letter to employees upon retirement documenting their Life Insurance coverage.

(i) Weekly Indemnity coverage begins on the fourth (4) day of sickness or on the first (1) day for hospitalization or accident, benefit coverage is 66-2/3% (0.6667) of the basic weekly earnings, for a maximum period of 32 weeks. If an employee is waiting for a W.S.I.B. claim to be processed, the Company will **arrange for an advance of money equal to the Weekly Indemnity through the Insurance Carrier's regular claims process based** on the merits of each case. All monies must be repaid to the **Insurance Carrier once the claim has been approved** and upon receipt of a cheque from W.S.I.B.

(j) Long Term Disability coverage begins after 48 weeks of disability, benefit coverage is 50% of basic hourly rate times forty hours per week to a monthly maximum of \$2000.00, **Skill Trade monthly maximum of \$2200**. The amount of monthly benefit payable to the employee will be reduced by the monthly equivalent of any wages or compensation received from Canada Pension Plan and/or W.S.I.B. and/or the Company (excluding A. D. & D. payments).

(k) In the event that the Employers Health Tax is discontinued and not replaced by another equivalent government sponsored plan, the Company agrees to continue to contribute a premium amount at the time of discontinuance to an appropriate Health and Welfare Plan. **The entire cost of OHIP paid by the Company is through payroll tax (EHT). Should the EHT be eliminated and replaced with an OHIP premium, the Company will be responsible for the new premium.**

(l) If the Company changes insurance carriers, the total package of benefits for employees will be equal to, or better than, the current package.

26.03(a) All insurances (except Weekly Indemnity) will be continued in force at the expense of the Company in the event of a layoff for one calendar month following the calendar month in which the layoff occurs.

(b) Upon recall to work, an employee who is unable to return due to illness or accident will remain on E.I. sickness and accident coverage until it is exhausted and then will be eligible for Weekly Indemnity Insurance. If the employee is not on E.I. sickness and accident benefits at the time of recall, then the employee will be eligible for Weekly Indemnity benefits starting at their date of recall.

(c) Upon recall to work, employees will be reinstated for all insurances as of the day they are recalled.

26.04 If any benefit plan qualifies for premium reduction under the Wage Loss Replacement provisions of the Employment Insurance Act or any subsequent act, the full amount of the reduction will revert to the Company.

## ARTICLE 27 - JOB CLASSIFICATIONS AND WAGES

27.01

	Effective February 6, 2005	Effective May 8, 2006	Effective May 7, 2007
<u>Group 1</u>			
Janitor	\$17.62	\$17.98	\$18.38
General Production**	\$18.09	\$18.45	\$18.85
Hand Brazier	\$18.26	\$18.62	\$19.02
Hand Arc Welder	\$18.56	\$18.92	\$19.32
Utility Person	\$18.82	\$19.19	\$19.60
<u>Group 2</u>			
Material Handler (Note 1)	\$19.08	\$19.45	\$19.86
Roving Inspector (Note 2)	\$19.08	\$19.45	\$19.86
<u>Group 3 (Note 3)</u>			
Quality Technician	\$21.12	\$21.60	\$22.17
Millwright	\$22.83	\$23.43	\$24.12
Electrician	\$24.40	\$25.01	\$25.71
Tool & Die Maker	\$24.57	\$25.18	\$25.88

\* Plus fold in C.O.L.A. as per Article 28.

### Effective upon ratification progression rates for newly hired General Production:

<b>First six (6) months from date of hire.</b>	<b>75% of wage rate.</b>
<b>Second six (6) months from date of hire.</b>	<b>77.5% of wage rate.</b>
<b>Third six (6) months from date of hire.</b>	<b>80% of wage rate.</b>
<b>Fourth six (6) months from date of hire.</b>	<b>82.5% of wage rate.</b>
<b>Fifth six (6) months from date of hire.</b>	<b>85% of wage rate.</b>
<b>Sixth six (6) months from date of hire.</b>	<b>90% of wage rate.</b>
<b>Seventh six (6) months from date of hire.</b>	<b>95% of wage rate.</b>
<b>Start of the Forty-Third (43) month.</b>	<b>100% wage rate.</b>

**Student rate is equal to the new hire general production wage rate.**

\*\* Refer to Article 21 for First-Aid Attendant, and Floater rates.

The probationary progression rates may be partially or totally waived by the Company in the case of rehired or skilled employees.

Note 1: Requires Forklift Safety Certification and successful completion of AS400 Test.

Note 2: Requires successful written test at time of application.

Note 3: Requires appropriate certification.

## **ARTICLE 28 - COST OF LIVING ALLOWANCE**

28.01 The current C.P.I. Base of 1981=100 will be converted to the base of 1992=100 using a conversion factor of 0.589. This will convert the current formula of each 0.13 increase in C.P.I.= $\$0.01$  per hour to a new formula of each 0.766 increase in C.P.I.= $\$0.01$  per hour. The C.P.I. figure published in May 2005 will be converted from the C.P.I. Base of 1981=100 to the C.P.I. Base of 1992=100.

28.02 For the period May 5, 2005 to May 4, 2006, an increase in the C.P.I. figure above 6% will result in a C.O.L.A. paid for the increase above 6% in the amount of  $\$0.01$  per hour for each 0.766 increase in the index figure (1992=100). (NOTE: Multiply the published figure for May 2005 C.P.I. Figure by 106%)

28.03 For the period May 5, 2006 to May 4, 2007, an increase in the C.P.I. figure above 6% of the base figure published in May 2006 will result in a C.O.L.A. paid for the increase above 6% in the amount of  $\$0.01$  per hour for each 0.766 increase in the 1992=100 C.P.I. index figure.

28.04 For the period May 5, 2007 to May 4, 2008, an increase in the C.P.I. figure above 6% of the base figure published in May 2007 will result in a C.O.L.A. paid for the increase above 6% in the amount of  $\$0.01$  per hour for each 0.766 increase in the 1992=100 C.P.I. index figure.

28.05 Adjustments in the C.O.L.A. entitlement will be made on a monthly basis and be made effective from the pay period in which the fifteenth (15th) day of the month falls.

28.06 The C.O.L.A. will be payable for each hour worked and for each hour to which an employee is entitled to holiday pay pursuant to Article 23 hereof, but will not be incorporated into or otherwise affect the hourly wage rates set out in Article 26 hereof nor included for the computation of overtime pay until folded into the wage rates on May 15th of each year of the Agreement.

28.07 In the event Statistics Canada changes the basis upon which the C.P.I. is presently calculated, the C.O.L.A. will be calculated on the basis of the index as it would have been if the change had not taken place.

## **ARTICLE 29 - PLANT CLOSURE**

29.01 In the event the Company closes the plant at the Cambridge location as a result of the loss of business or a discontinuation of all operations, severance pay will be calculated at one (1) week's regular pay per year of service.

The severance payment, so calculated, is inclusive of any severance payment required by the Ontario Employment Standards Act (Revised 2000).

This agreement is not applicable to a sale of the business or if the closure is occasioned by a labour dispute.

## ARTICLE 30 – TERMINATION

30.01 This agreement will become effective May 5, 2005 and will continue in effect until May 4, 2008 and will thereafter continue from year to year unless either party gives notice in writing of its intention to terminate the agreement or to enter into negotiations for the purpose of amending the agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

30.02 If notice of intention to amend is given in writing pursuant to Clause 30.01, negotiations will commence within such time as is reasonably convenient to both parties following such notification.

30.03 In sections of this contract, wherever the masculine is used, it will be construed as including the feminine.

Executed by the duly authorized representatives of the parties this 2nd day of February 2005.

For the Company:	For the Union:	
Gail Flaminio	Alice Deighan	
Joe Mendonca	Derek Ferguson	
Mike Wallbank	Dorothy Walsh	
Rich Whiting	Colin Cherry	
Paul Teeple		

**Letter of Understanding #1**  
**Re: Annual Inventory**

**The following procedure will apply for the Company's annual inventory;**

- (a) The inventory will be on a voluntary basis provided that a sufficient number of employees volunteer.
- (b) The Company will post a notice indicating the Inventory scheduling and requesting volunteers.**
- (c) Vacation requests will be accepted prior to finalizing a list of employees who will be working.**
- (d) In the event an insufficient number of employees volunteer, then employees will be selected by seniority in the department. **Selected employees will not include senior employees who have approved vacation.**
- (e) Once a list is finalized, it will be posted prior to the inventory date(s).
- (f) Once the finalized list is posted, no vacation requests will be accepted.

**Letter of Understanding #2**  
**Re: Janitor Classification**

This letter is written to confirm the Company's and Union's understanding with regard to N. Gimmer #304 and the Janitor Classification.

Although the Janitor Classification is now Job Group 1 in this contract, the above employee will remain at the rate in effect on February 6, 2005 (i.e. \$18.09 per hour). She will receive increases of \$0.36 on May 8, 2006, \$0.40 on May 7, 2007. She will continue to hold the special Janitor rate until such time as she quits, refuses the work or posts to another job.

For the Company	For the Union:
Gail Flaminio	Alice Deighan
Joe Mendonca	Derek Ferguson
Rich Whiting	Dorothy Walsh
John Kichinko	Colin Cherry



**LETTER OF UNDERSTANDING #3**

between

Dana Corporation – Thermal Products Division

and

I.A.M.A.W. Local Lodge No. 2330

Re: **Tool & Die Apprenticeship Program**

and

**Millwright Apprenticeship Program**

**PURPOSE:**

The purpose of these standards and conditions is to make certain that proper care is exercised in the selection of apprentices and that methods of training are uniform and sound, with the result that they will be technically competent for employment and to further the assurance of proficient journeymen at the conclusion of the training period.

**EMPLOYEES:**

Applicants for the apprenticeship will be accepted by the Human Resources Department, through the posting procedure from employees who consider themselves having eligibility requirements.

**NON-EMPLOYEES:**

When there are no eligible applicants from employees as set out in the above, or the apprentice openings exceed the number of eligible employees, the company may fill the posting from other sources. The selection of the apprentice will be at the sole discretion of the company based on suitability and qualifications for training.

**APPRENTICESHIP ELIGIBILITY REQUIREMENTS:**

In order to be eligible for apprenticeship, the applicant must meet the following minimum qualifications:

- (a) Applicants must be 18 years of age or older.
- (b) Completed the regular course of instruction through grade 12 at an accredited high school or vocational school and must have graduated with a diploma from such school.
- (c) Successfully completes and passes the standard apprenticeship test as administered by the Human Resources Department.
- (d) Senior qualified applicant from (a), (b), and (c).

Applicants who fail to meet the preliminary standards will be advised by the Human Resources Department. Admission to the program will be on a competitive basis depending on the qualifications and seniority of the applicants.

### **CREDIT FOR PREVIOUS EXPERIENCE:**

Credit for previous related experience in the apprenticeship training program or a skilled trades classification, may be given up to the total time required on any phase of the shop training schedule. Credit for such previous experience will be given the apprentice at the time he has satisfactorily demonstrated that he possesses such previous experience and is able to do the job. Related training credit will be given the apprentice at the time that he demonstrates that he possesses the educational knowledge for which he is requesting credit under the training schedule. At the time such credits are granted the apprentice's wage rate will be adjusted accordingly based on the schedule shown herein.

### **PROBATIONARY PERIOD:**

The first 500 hours of employment for every apprentice will be a probationary period. During the probationary period, the apprentice, if he is a seniority transferee, may elect to return or may be returned by the Company to his former classification. The employee so affected by this movement may exercise his bumping rights.

A non-employee who does not meet the apprenticeship criteria may be terminated by the Company with no bumping rights at any time prior to the completion of 500 hours of work in the trades.

After the completion of the first 500 hours of employment for every apprentice, the apprentice must terminate his services and he will lose his seniority if he elects to leave the apprenticeship program. He will no longer be considered an employee of the Company.

### **HOURS OF WORK:**

An apprentice will work the same hours during the contractual workweek and be subject to the same conditions as the skilled workers of his trade employed by the Company. Apprentices may work overtime hours for continuity of training. In case an apprentice is required to work overtime, he will receive credit on the term of apprenticeship for only the actual hours worked. In the event the apprentice is scheduled for classroom instruction that conflicts with scheduled overtime, attendance at classroom instruction will take precedence.

### **DISCIPLINE:**

The company will have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time, for just cause pertaining to his apprenticeship, including failure to pass any two school courses.

This will not limit the right of the Company to discipline an apprentice, for cause for matters not related to training as an apprentice.

## WAGES:

An apprentice in the trades covered by these standards will be paid a progressively increasing schedule of wages as follows:

1st 1000 hours	not less than 60% of the journeyman's wage rate
2nd 1000 hours	not less than 65% of the journeyman's wage rate
3rd 1000 hours	not less than 70% of the journeyman's wage rate
4th 1000 hours	not less than 75% of the journeyman's wage rate
5th 1000 hours	not less than 80% of the journeyman's wage rate
6th 1000 hours	not less than 85% of the journeyman's wage rate
7th 1000 hours	not less than 90% of the journeyman's wage rate
8th 1000 hours	not less than 95% of the journeyman's wage rate

The apprentice will be paid his regular hourly rate for actual school attendance during his regular scheduled shift. If the apprentice is sent to a community college, trade school or other outside course, for any period of time, he will be considered to be on layoff and collect employment insurance. The Company agrees to make up the difference between his regular pay and employment insurance. In practice, the Company will continue to pay the employee at his regular rate of pay and the employee will guarantee to apply for full employment insurance entitlement and return all employment insurance received to the Company.

Both parties understand and agree the above practice is illegal but ignored by the Employment Insurance Commission. Should employment insurance apply the law, then the above practice will cease and the employee will go on layoff and the Company will only make up the difference between employment insurance and his regular wage.

The Company agrees to pay, on behalf of apprentices covered by this agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program upon successful completion and receipt of such expenses.

Those apprentices who are given credit for previous experience at time of hire will be paid upon signing the apprenticeship agreement the wage rate for the period to which such credit advances them.

Bargaining unit employees whose starting rate or credit level under the Apprenticeship Program would place them at less than their present rate, will remain at their present rate or the apprentice's trade rate, whichever is lower, until normal advancement within the Apprenticeship Program places them at a higher rate. They will receive no increases, including general increases, during this time.

When an apprentice has completed 8000 hours of training, he is to receive not less than the rate paid to skilled journeymen in the trade in which he has served his apprenticeship after approval of his completion of training by the Company and successfully writing the examination for the certificate of qualification.

## **RELATED INSTRUCTION AND SCHOOL ATTENDANCE:**

Each apprentice will enroll and attend classes for not less than a minimum as determined by the community college and for a total minimum number of related instruction hours as required by the industrial training branch of the Ministry of Colleges and Universities or as may be supplied by the Community College.

Enforcement of School Attendance. In case of failure on the part of any apprentice to fulfill his obligation as to school attendance, the Company may suspend or revoke his apprenticeship agreement. The apprentice hereby agrees to abide by any such determination.

The Registration Agencies and the Local Union will be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

## **CO-ORDINATION OF APPRENTICES:**

Apprentices will be under the direction of the Supervisor of the department to which they are assigned. The Supervisor charged with this responsibility, will prepare adequate record forms to be filled in by the Apprentice and signed by the supervisor. The Supervisor will make a report at least quarterly to the Company on the work and progress of the apprentices under his supervision. These reports will be available to both parties for review.

Upon satisfactory completion of the Apprenticeship Program, the apprentice will receive seniority as of date of entry into Apprentice Program or date of original hire if a transferred employee.

Apprentices will be combined into one seniority group of their respective apprentice able trade for the purpose of layoff and recall.

Apprentices will exercise seniority within their own group in accordance with length of time spent in the apprenticeship program. For example, should there be four apprentices in the Tool and Die or Millwright Department and should a reduction in this number be required because of lack of work, those persons having the greatest length of service in the Apprenticeship Program will be the last laid off, and the last laid off will be the first reinstated.

An employee having seniority in the plant who enters the apprentice training program, will during the period of this apprenticeship probationary period only, both retain and accumulate seniority in his former group. If the apprentice is laid off or dismissed from the apprentice training program during the apprenticeship probationary period, he will be returned to his former seniority group in the plant according to his seniority upon entering the program, plus the accumulated seniority while in the program. If the apprentice is laid off after completion of his apprenticeship probationary period he will return to his former seniority group in the plant according to his seniority upon entering the program, plus the accumulated seniority while in the program.

Any apprentice who quits or is dismissed from the program after completion of his apprenticeship probationary period will be deemed terminated and will lose all his seniority and no longer be considered an employee of the Company.

## **APPRENTICESHIP AGREEMENT**

Upon entry into the training program the apprentice will execute jointly with the Company an apprentice training agreement, signifying on the part of the apprentice his acquaintance with and acceptance of the standards of the apprenticeship program and of his part in it; and on the part of the Company its willingness to teach the apprentice the fundamentals of the trade of his choice, over a specified period of time, at a given schedule of rates. The agreement will be signed by at least one (1) Union Representative and (1) Company Representative and will incorporate these standards of apprenticeship by reference therein.

The following will receive copies of the Apprenticeship Agreement:

- (1) The Apprentice
- (2) The Company
- (3) Registration Agencies
- (4) The Local Union

## **CERTIFICATE OF COMPLETION OF APPRENTICESHIP:**

Upon completion of apprenticeship and successful passing of the Certificate of Qualification Examination, the Company will request the Industrial Training Branch, Ministry of Colleges and Universities to issue a certificate signifying completion of the apprenticeship to the Apprentice.

Upon receiving the certificate, the Company and Union will sign the certificate, before issuing it to the graduate.

## **MODIFICATION OF STANDARDS:**

The Apprenticeship Schedule of Training may be amended or new schedules added at any time as required by The Industrial Training Branch of the Ministry of Colleges and Universities of Ontario.

For the Company	For the Union:
Gail Flaminio	Alice Deighan
Joe Mendonca	Derek Ferguson
Rich Whiting	Dorothy Walsh
John Kichinko	Colin Cherry

## **LETTER OF UNDERSTANDING #4**

### **Re: Change in Hours of Work and Work Week for the Afternoon Shift**

The Company and the Union, I.A.M.A.W. Local Lodge No. 2330, as a result of contract negotiations, agree to the following changes and interpretation of our Collective Agreement to accommodate a change in hours of work and the work week for the Afternoon Shift from a five (5) day eight (8) hour per day work week to a four (4) day, ten (10) hour per day work week.

If any department should be scheduled on a three (3) shift arrangement, the four (4) day, ten (10) hour shift will end for those departments affected, for as long as the three (3) shift arrangement remains. The afternoon shift will revert back to a four (4) day, ten (10) hour shift when the three (3) shift arrangement ends.

Our Collective Agreement will read as follows for application for the four (4) day, ten (10) hour per day workweek:

#### **Article 12 - Layoff and Recall**

12.04 reads: "The Company will endeavour to give employees who are to be laid off at least five (5) working days' notice of such layoff".

Add the following: "The Company will endeavour to give employees, on the four (4) day week, Monday through Thursday, who are to be laid off, at least four (4) working days notice of such layoff."

#### **Article 18 Hours of Work**

18.01 reads: "The normal work week will consist of forty (40) hours of work made up of five (5) consecutive eight (8) hour days, Monday to Friday inclusive.

Add the following: "The normal work week will consist of forty (40) hours of work made up of four (4) consecutive ten (10) hour days, Monday to Thursday inclusive, for the Afternoon Shift on a two shift operation."

18.02(b) reads: "When the majority of hours on an employee's assigned shift fall between the hours of 3:00 p.m. and 11:00 p.m. inclusive, he will be considered as working the Afternoon Shift."

Change to read: "When the majority of hours on an employee's assigned shift fall between the hours of 3:00 p.m. and 1:00 a.m. inclusive, he will be considered as worked on the Afternoon Shift".

18.03, 18.04, 18.05, 18.06 and 18.07 - Break Period, Wash-up and Clean-up Periods - No Change. (The time for breaks, lunch, wash-up and clean-up periods are as specified in the Collective Agreement and would remain as scheduled for the eight (8) hour shift, for a ten (10) hour shift.)

#### **Article 19 – Overtime**

19.01(a) reads: "Time and one half (1 -1/2) will be paid for all time worked in excess of eight (8) hours in one work day."

Add the following: "Employees working the four (4) day week, Monday through Thursday will be paid the rate of time and one half (1-1/2) for all time worked in excess of ten (10) hours in one work day."

19.01(b) reads: "Time and one half (1-1/2) will be paid for all time worked on Saturday except that an employee whose regular shift starts Friday evening and extends into Saturday will not be eligible for time and one half (1-1/2) premium pay for time worked on such shift."

Add the following: "Employees working the four (4) day week Monday through Thursday will be paid the rate of time and one half (1-1/2) for all time worked on Friday and Saturday, except that an employee whose regular shift starts Thursday evening and extends into Friday will not be eligible for time and one half (1-1/2) premium pay for time worked on such shift."

19.01(e) reads: "Double time will be paid for all overtime worked on a Saturday adjacent to a paid holiday, except for regular shift extension as per (b) above."

Add the following: "Employees working the four (4) day week, Monday through Thursday, will be paid double time for all overtime worked on a Friday adjacent to a Monday paid holiday."

19.01(f) reads: "Double time will be paid, from Monday to Friday, for all time worked in excess of twelve (12) hours in one work day."

Add the following: "Employees working the four (4) day week, Monday through Thursday, will be paid double time for all time worked in excess of twelve (12) hours in one day."

19.01(g) reads: "Double time will be paid for all time worked on Saturday in excess of eight hours for that work day."

Add the following: "Employees working the four (4) day week Monday through Thursday will be paid double time for all time worked on Friday and for Saturday in excess of eight (8) hours for that work day."

19.01(h) reads: "Double time will be paid for all overtime worked on a Saturday prior to Plant Shutdown, or Friday for the 4-10 hour shift." Eligible employees are those who are taking all the allotted Shutdown time for vacation.

24.01 reads: "Eligible employees will be paid for each of the following holidays for the hours they would have worked, had such a day not been a holiday at their straight time hourly rate."

Add the following: "Employees working the four (4) day work week Monday through Thursday will be paid for ten (10) hours at their straight time hourly rate for a paid holiday that is celebrated on a regular working day - Monday through Thursday."

Add the following: "Should the paid holiday be celebrated on a Friday, employees working the four (4) day work week, Monday through Thursday, will be scheduled to work three (3) consecutive ten (10) hour days, on the Monday through Wednesday preceding the paid holiday. (Holiday pay will be ten (10) hours as above)." Except as covered below for the Christmas Shutdown Period."

Add the following: "Employees working the four (4) day work week will not receive more than forty (40) hours pay at straight time plus shift premium for any week involving the Christmas and New Year's pay period(s). Any overtime hours would be applied at the appropriate rate."

24.02(c) reads: "Should an employee work only a portion of the eight (8) hours immediately preceding the holiday or the eight (8) hours immediately following the holiday, such time lost will be deducted from the holiday pay unless:

- I. He has been granted a leave of absence by the Human Resources Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday, or he is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for less than ten (10) working days.

- II. He has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday.
- III. He is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for more than ten (10) working days and for a continuous period of not more than thirty two (32) weeks. In this case, the Company will make up the difference in pay (Formula for weekly indemnity top up is ((hourly rate @ 8 hours) – ((hourly rate @ 40 hours) X .6667) divided by 7 days. Formula for WSIB top up is ((hourly rate @ 8 hours) - WSIB daily payment).

Lateness up to but not exceeding one-half (1/2) hour at the commencement of the qualifying eight (8) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnight's, shift premiums will be included. Add the following: "Should an employee work only a portion of the ten (10) hours immediately preceding the holiday or the ten (10) hours immediately following the holiday, such time lost will be deducted from the holiday pay unless:

- IV. He has been granted a leave of absence by the Human Resources Department for satisfactory reasons and such leave of absence does not exceed ten (10) working days prior to the holiday, or he is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for less than ten (10) working days.
- V. He has been absent due to layoff for lack of work and such layoff does not exceed ten (10) days prior to the holiday.
- VI. He is in receipt of Weekly Indemnity or Workplace Safety and Insurance Board (WSIB) for more than ten (10) working days and for a continuous period of not more than thirty two (32) weeks. In this case, the Company will make up the difference in pay (Formula for weekly indemnity top up is ((hourly rate @ 8 hours) – ((hourly rate @ 40 hours) X .6667) divided by 7 days. Formula for WSIB top up is ((hourly rate @ 8 hours) - WSIB daily payment).

Lateness up to but not exceeding one-half (1/2) hour at the commencement of the qualifying ten (10) hour period will not be considered lost time for the purpose of this article. In the calculation of holiday pay for employees working afternoons or midnight's, shift premiums will be included."

25.01 reads:

Years of Service	Vacation Entitlement	Vacation Pay
Less than one (1) year	One day per month of service to a maximum of ten (10) days	4% of total earnings

For employees on the four (4), ten (10) hour shifts, one day will mean eight (8) hours of vacation Entitlement for months of service up to a maximum of eighty (80) hours at 4% etc...



25.02, 25.03, 25.04, 25.05 - In order to accommodate employees transferring between shifts, each week of vacation entitlement will be equal to forty (40) hours of vacation.

Example: An employee with three (3) weeks of vacation, who only takes two (2) during shutdown, will have one (1) week or forty (40) hours of vacation remaining. Should this employee take two (2) days off while working afternoons (i.e. 20 hours) and then transfer to days he/she would only have twenty (20) hours of vacation remaining or the equivalent of two (2) full days plus four (4) hours.

The words "working days, work days or calendar days" appear in the following clauses of our Collective Agreement and for a four (4) day, ten (10) hour day work week, should be read and interpreted as an employee's "scheduled work day" or "calendar day".

3.02	12.04	22.01(c)
6.04(a)	12.06(a)	23.01
7.03	12.07	24.02(a)
7.04	12.09(f)	27.01
8.02	14.01(a)	
9.01	14.03(a)	
11.02(c)	22.01(a)	
11.02(e)	22.01(b)	

For the Company	For the Union:
Gail Flaminio	Alice Deighan
Joe Mendonca	Derek Ferguson
Rich Whiting	Dorothy Walsh
John Kichinko	Colin Cherry

**Letter Of Understanding #5**  
**Re: Modified Work**

The Employer agrees to the establishment of a joint REINSTATEMENT COMMITTEE comprised of not more than three (3) representatives of the Union and three (3) representatives of the Employer to administer a modified work program.

The Employer/Union agrees to make reasonable effort to provide suitable and meaningful, modified work to any employee who is unable to perform normal duties as a consequence of illness or injury.

The Union/Company agrees to counsel its members of the benefits of returning to work through a modified work program.

For the Company	For the Union:
Gail Flaminio	Alice Deighan
Joe Mendonca	Derek Ferguson
Rich Whiting	Dorothy Walsh
John Kichinko	Colin Cherry

## Letter Of Understanding #6

### Re: Overtime Guidelines

1. A Master list of all overtime hours worked will be kept by the supervisors, and made available to any employee who wishes to see it, a new list will be started in January of each year. The Company will distribute overtime, as fairly as possible among those employees who normally perform the work requiring overtime, provided that employees having been offered overtime assignments will be considered as having performed such work for the purpose of equal distribution. The employees are identified as follows:

Janitors	LPD Operator	Material Handlers
Presses	CRI Operator	Roving Inspectors
Ovens	Hand Brazer	Q.C. Technicians
Lines	Hand Arc Welder	Millwrights
Floater	Utility	Electrician
		Tool & Die Makers

If rotation takes place, jobs lower than Hand Brazer, may be combined excluding Janitors and Floaters.

2(a) Overtime hours will be recorded on the master list and updated weekly. The hours will be recorded accumulatively, with the following coding and number of hours beside the letter:

U - Union Business                      X - Not Available as in (F)(i)

(b) An employee not reporting for scheduled Overtime will have the hours they could have worked counted on their Overtime record, as "X" for the purpose of Overtime equalization. Late time will be added to the hours worked. I.E. if scheduled to work eight hours, and one hour late, employees will be charged eight hours.

(c) If employees are contacted by telephone to work Overtime, they will not be charged with a refusal unless spoken to, personally.

(d) Undecided Overtime will be recorded as "X" - Not Available.

(e) Refused Overtime: Employees who refuse overtime will have such hours counted as hours worked for the purpose of equalization of overtime hours. Union Business will not be counted as "X" - Not Available.

(f)(i) Employees not available when overtime was offered, due to Leave of Absence, Weekly Indemnity, Long Term Disability, Jury Duty, Workplace Safety & Insurance Board, Bereavement, Pregnancy, or Vacation, will be charged applicable number of hours offered or scheduled in their absence.

2(f)(ii) An exception to 2(f)(i) is, if an employee has a single vacation day on a Thursday (four-10's), Friday, or Monday, they **may** have the opportunity to work offered or scheduled overtime on Friday, Saturday or Sunday, if **all other employees present in the facility have been offered the overtime**. It is the responsibility of the employee to inform, or telephone the acting Supervisor, stating their desire to work the overtime once it has been confirmed. The employee must speak to the acting Supervisor personally.

(g) If overtime is assigned when the Union Committee(s) is off-site, the eligible committee members will be called, provided the telephone number and location has been stated on the "Union Request for Absence" form. If the meeting has been adjourned, the Company will attempt to call them at home before the end of their shift.

2(h) When the Company has added an extra shift, **employees transferred to the new shift will be charged with the same number of hours as the employees in their group with the highest number of recorded hours on their shift.** If employees are transferred to another shift **or permanently to another department**, employees will be charged with the same number of hours as the employees in their group with the highest number of recorded hours **on their shift.** Employees recalled, **employees returning to general production, employees who have completed a return to work program, employees permanently transferred** or new employees will be charged with the same number of hours as the employees in their group with the highest number of recorded hours **on their shift. In each situation, if there is no other employee in the group on their shift, the employee will be charged with the highest number of recorded hours across all shifts. If there is no other employee in their group in the department, the employee will be charged with their own recorded hours.**

3. Rework Overtime will be offered first to G. P. Operators, with the least amount of overtime hours.

4. The Company will equalize Overtime as fairly as possible in the following sequence:

(a) On the shift in which the overtime occurs, for each group in General Production, overtime will be distributed to employees with the least number of overtime hours. Employees outside of the group may be used if an inadequate number of employees are available. Floaters, Janitor and Job Class 2 Groups etc. may be used, only after all General Production employees have been asked.

(b) When there is sufficient overtime for all shifts on the same day, it will be shared among all shifts.

(c) If only one shift is working on a weekend, the Company will assign Weekend Overtime, to the shift with the lowest average overtime hours per person in the group(s) required. Additional requirements will be met from employees on other shifts. The Company will determine the hours the shift will work.

(d) To be eligible for overtime, the person above Group 1 must be able to perform the work without training except where purpose of the Overtime is training. (e.g. First Aid Training, etc.)

(e) Laid off or back up operators will not be used to circumvent the overtime provision for permanent operators for scheduled overtime. In an unforeseen situation or an emergency it is recognized backup operators may be used.

(f) If Overtime is scheduled for all shifts, employees who normally perform the job will be asked to work on their own shift. In classified positions above General Production \*\* back up operators will be asked, if the permanent operator refuses.

\*\*In all groups it is recognized that Overtime may only be available for one shift. The Company will endeavour to equalize inequalities between shifts, by assignment of weekend overtime.

\*\*Examples - Material Handlers and Janitors.

(g) All operators transferred to another classification or shift (not to exceed ten days, **or eight days on a ten hour shift**) will be given the opportunity to work overtime in their group/shift from which they were transferred unless there is overtime in both groups, in which case the classification the temporary transfer is in, takes precedence. If they work overtime in the temporary classification, the hours will be recorded in their regular classification.

5. Employees who do not wish to work Overtime will state so in writing, and will be deleted from the list. If an employee changes their mind, they will state so in writing. Their name will be added to the overtime list, and they will be charged with the highest overtime hours of the employee in the group.

6. These Guidelines are meant to clarify the Collective Agreement, Article 19, Subsection 19.04 and are subject to the grievance procedure. The issues not covered by the Guidelines can be grieved under 19.04. The parties may amend these Guidelines by mutual agreement.

7. Employees who are working the 6:00 a.m. to 2:30 p.m. shift, and the 2:30 p.m. to 1:00 a.m. shift, will not be considered as having worked for the purpose of equal distribution if their "turn" came up in the loop after they have left the building, i.e., between 2:30 p.m. and 3:30 p.m. and 1:00 a.m. and 2:00 a.m.

8. Employees who are not working an overtime shift, and an emergency arises will not be considered as having worked for the purpose of equal distribution, i.e., if an emergency arises on a Saturday overtime shift, only the employees working that day, and who refuse the overtime, will be considered as having worked for the purpose of equal distribution.

9. Employees who committed to eight hours and leave of their own accord will be charged eight hours. Employees who committed to eight hours will only be charged six hours if management changes shift to six hours while shift in progress. Employees who commit to five or six hours will be charged eight hours.

10. Employees on call in (call back after regular shift) will be paid applicable overtime rates but not charged for the purpose of equal distribution.

11. If overtime is cancelled before the overtime shift begins, employees will not be charged.

**New 12 Employees on modified duties and whose restrictions can be accommodated during an overtime shift will be asked and charged for the number of hours they are able to work according to their doctor's recommendation. If there is no available work or the employee's restrictions can no longer be accommodated during an overtime shift the employee will be sent home and compensated for hours actually worked.**

**New 13 When employees are participating in training that is scheduled for their whole shift, they are not eligible to work overtime on the day of training; i.e. if their turn comes up in the loop, they will not be charged. However these same employees will be eligible for weekend overtime.**

**New 14 When a general production operator is assigned to work in another department that goes beyond more than eight or ten days, they must be assigned overtime in the loop. When they return to their previous department they assume the highest overtime**

hours immediately, and fit in the loop from there. If less than eight or ten days their overtime is in the department from which they have been temporarily transferred.

**New 15** Once overtime has been scheduled, subsequent overtime will be offered to the next available operator with the least amount of hours.

For the Company:	For the Union:	
Gail Flaminio	Alice Deighan	
Joe Mendonca	Derek Ferguson	
Mike Wallbank	Dorothy Walsh	
Rich Whiting	Colin Cherry	
Paul Teeple		

**LETTER OF UNDERSTANDING #7**

**Re: Payment of Lost Wages for Union Negotiating Committee**

The Company agrees to cover the cost of lost wages for the negotiating committee in the following manner.

- I. Time lost in preparation for a proposal meeting.
- II. If a bargaining session is less than four hours duration, the Company will pay four hours.
- III. If the bargaining session is greater than four hours, the Company will pay eight hours.
- IV. Overtime will not be paid for bargaining sessions

The Company has no obligation to pay for any meeting times after a failed ratification.

The Company agrees to pay for the cost of any meeting rooms, selection and the cost of the printing of the Collective Agreement will be the responsibility of the Company after consultation with the Union.

For the Company	For the Union:
Gail Flaminio	Alice Deighan
Joe Mendonca	Derek Ferguson
Rich Whiting	Dorothy Walsh
John Kichinko	Colin Cherry

**LETTER OF UNDERSTANDING #8**

**Re: First Aid Attendant**

This letter is written to confirm the Company's and the Union's understanding with regards to the First Aid Attendant classification:

- a) bumping rights do not apply to this classification
- b) regular seniority rights apply, no super-seniority rights to the position and shift.
- c) applications for attendants will be confined to each shift.

For the Company	For the Union:
Gail Flaminio	Alice Deighan

**LETTER OF UNDERSTANDING #9**  
**Change, Opportunities and Continuous Improvement**

During our **2005** negotiations the Company renewed it's commitment to the Union to continue the process of having early and frequent discussions regarding changes in our business. Change will continue to occur in areas of product development, customer requirements, cost reduction and the application of technology.

It is the Company's intent to continue these discussions and to solicit input from the Union in areas such as new product development, training, people involvement, job opportunity and the potential effect on our people.

**It was also discussed and agreed that employees will participate in continuous improvement events such as Kaizens and 8D's as part of their regular duties and work assignments.**

For the Company:	For the Union:	
Gail Flaminio	Alice Deighan	
Joe Mendonca	Derek Ferguson	
Mike Wallbank	Dorothy Walsh	
Rich Whiting	Colin Cherry	
Paul Teeple		

**LETTER OF UNDERSTANDING #10**  
**Re: Heat Stress**

**Further to our discussion at negotiations, this letter will confirm our mutual commitment to working through the Joint Occupational Health and Safety Committee to provide training for supervisors and employees, raising awareness about the environmental conditions, symptoms and remedies for heat stress.**

**The Joint Occupational Health and Safety Committee will also draft and assess a policy applying to Heat in the Plant caused by environmental conditions, aimed at preventing and alleviating the symptoms of heat stress.**

For the Company:	For the Union:	
Gail Flaminio	Alice Deighan	
Joe Mendonca	Derek Ferguson	
John Kichinko	Dorothy Walsh	
Rich Whiting	Colin Cherry	

**LETTER OF UNDERSTANDING #11**  
**Re: Training Letter**

January 21, 2005

Ms. Alice Deighan  
President Local 2330  
International Association of Machinists and Aerospace Workers

Dear Alice,

**Re: Training**

**Training Outside of the Plant**

Employees assigned to participate in a training class outside of the plant will be paid:

- Straight-time hourly rates for training taking place in the employee's normal hours of work, and
- Overtime rates where the training class, and/or return travel lasts beyond the employee's normal hours of work for the day.

In an emergency or unforeseen circumstances, such as a blizzard, that prolongs travel or unduly detains the employee, the Company and Union will meet to discuss appropriate payment for the attending employee(s).

**Training in the Plant**

For training held in the plant and scheduled for eight (8) hours, the attending employees will be paid:

- Straight-time hourly rates for the eight (8) scheduled hours. This payment will be made even when the instructor completes the scheduled content and dismisses the class prior to the scheduled end-time.

In unforeseen circumstances, when the instructor leaves early without completing the scheduled content for the eight (8) hour class **prior to 2:00 p.m. (or Midnight for the afternoon shift)**, management may direct attending employees to change and take up regular or project work assignments for the duration of the shift.

Sincerely,

Gail Flaminio  
Human Resources Manager  
Dana Corporation, Thermal Products, Cambridge

For the Company:	For the Union:	
Gail Flaminio	Alice Deighan	
Joe Mendonca	Derek Ferguson	
John Kichinko	Dorothy Walsh	
Rich Whiting	Colin Cherry	