

THIS AGREEMENT MADE THIS 12 DAY of January, 2007.

BETWEEN: **GLENDALE RECREATIONAL VEHICLES**
a Division of Glendale International Corp.
of the TOWN of Strathroy, Ontario

(Hereinafter called "The Employer")

OF THE **FIRST** PART

AND: **GLENDALE LODGE - Local 2374**
International Association of Machinists
and Aerospace Workers

(Hereinafter called "The **Union**")

OF THE SECOND PART

ARTICLE 1 - TERMS OF AGREEMENT

- 1.01 This Agreement shall be for the period from the 1st day of Sept, 2006 to the 31 day of August, 2009, and shall continue in effect from year to year thereafter, unless notification of not more than ninety (90) days and not less than sixty (60) days prior to expiry date, in writing, of intention to change or terminate the Collective Agreement shall be given by either party to the other party
- 1.02 If notice of intention to amend or terminate is given by either party, in writing, pursuant to the provisions of the preceding paragraph, such negotiations will commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed, and if such negotiations do not result in agreement prior to the yearly date of termination, then this Collective Agreement may extend by mutual agreement between the negotiating parties for such further time as is necessary in order to complete negotiations.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The **Union** established by this Collective Agreement is the exclusive bargaining agent for all employees of the Employer, save and except supervisors, persons above the rank of supervisor, office and sales staff, employed in the Employer's plant in and out of Strathroy, in accordance with certification issued by the Ontario Labour Relations Board under date July 9, 1956.

ARTICLE 3 - NO LIMITATION OF WORK

- 3.01 The **Union** agrees that no arbitrary limitation will be placed on the productive capacity of the employees and the **Union** will encourage employees to work overtime, when it is necessary to do so, to meet customer demands. One (1) hour per day for not more than four (4) consecutive working days each week will be worked as required.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 *The Union* acknowledges that it is the exclusive function of *the Employer* to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, promote, transfer, classify or discipline employees, provided a claim of discrimination or any unjustifiable cause may be the subject of a complaint and/or grievance, dealt with as hereinafter provided by this Collective Agreement
 - (c) To conduct the business in accordance with the judgement of the management, providing its actions are not contrary to the terms and provisions of this Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 All hourly employees who are presently members of *the Union* must remain members of *the Union*. All new employees, as a condition of employment, shall become members of *the Union* after a period of 150 days of employment.
- 5.02 The dues deduction for all hourly employees shall commence upon ninety (90) calendar days of employment with *the Employer* and shall be an amount equivalent to the regular monthly dues, as prescribed by the Local Union By-laws and Constitution of the International Association of Machinists and Aerospace Workers. *The Employer* will deduct such amounts as ~~fore~~said from the last pay each month and will remit the same promptly, together with a list of names of hourly employees whose dues deduction have been so deducted, to the Financial Secretary of *the Union*. If for any reason dues are not deducted for a hourly employee, that hourly employee's name will appear on the list with a notation showing why no dues were deducted; example: **quit**, terminated, sick, leave of absence, etc.

ARTICLE 6 - PLANT COMMITTEE

- 6.01 *The Employer* acknowledges the **right of the Union** to elect or otherwise appoint a plant committee to be composed of four (4) members selected from a panel of six (6). *The Employer* will recognize and bargain with the said committee on any matters properly arising from time to time under the terms and during the continuance of this Collective Agreement. It is understood and agreed that at no time will this committee be composed of less than **three (3)** members, one of whom shall be the chairman.
- 6.02 Each member of the said committee will represent a defined zone of *the Employer's* operation. The zoning of the plant for such purposes will be settled by mutual agreement, in writing, between *the Union* and *the Employer*.
- 6.03 *The Union* recognizes and agrees that members of the plant committee have regular duties to perform in connection with their employment and, therefore, the business of administrating this Collective Agreement will be attended to with the least possible interference with production. Before leaving his regular Employer duties, a committee man ~~must~~ obtain permission of his supervisor to do so. Such permission shall not be unreasonably withheld.
- 6.04 *The Union* agrees to supply *the Employer* with the names of the members constituting the plant committee and designation of chairman of plant committee and will keep such lists up to date at all times,
- 6.05 When management or Union wishes to discuss matters pertaining to the Collective Agreement, such discussions will be held with no less than two (2) officers or committee men.

- 6.06 The servicing representative of the *Union* shall be permitted to visit the plants at reasonable intervals to observe the operation, provided the request is made and permission obtained through a proper management official. Permission shall not be unreasonably withheld.

ARTICLE 7 - COMPLAINT PROCEDURE

- 7.01 A complaint shall be defined as any subject that falls within the terms and conditions of this Collective Agreement.
- 7.02 If any employee (or employees) has any complaint or question, which he wishes to take up with the *Employer*, the employee shall confer with his immediate supervisor. His plant committee man may accompany the employee if he requests his assistance.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any complaint which has not been settled to the satisfaction of the employee, (or the *Union*) and the *Employer*.
- 8.02 It is the mutual desire of the parties hereto that complaints and grievances of the employees concerning the interpretation of alleged violation of the Collective Agreement be resolved as quickly as possible. Such matters shall be taken up in the following manner and sequence and all decisions arrived at between the *Employer* and the representatives of the *Union*, or decisions by an arbitrator shall be final and binding upon the *Employer*, the *Union*, and the employee or employees concerned and shall not be subject to re-opening by any other party except by mutual agreement.

STEP 1 Within three (3) full working days after the event that may constitute a grievance, the aggrieved employee, together with his steward, if so desired, shall present and discuss said grievance with his supervisor. Every effort should be extended to resolve the alleged grievance at this point

STEP 2 If the grievance is not settled in the above STEP 1 proceedings, it shall within two (2) full working days be submitted in writing to the Plant Supervisor. The written grievance shall set forth the following:

- (a) The statement of material facts.
- (b) The section or sections of the Collective Agreement allegedly violated or misinterpreted.
- (c) The specific adjustment sought.

Upon receipt of such STEP 2 grievance, a meeting shall be scheduled by the Plant Manager with the aggrieved employee and the steward, to be held within three (3) full working days. The Plant Manager shall give his answer to the grievance in writing within ten (10) full working days of the meeting to the designated steward.

STEP 3 If the grievance is not settled in the above STEP 2 proceedings, it may within two (2) full working days be submitted in writing to the General Manager, who will schedule a meeting (not to interfere with plant operations) with the Union Committee within five (5) full working days. At this stage, a business agent of the *Union* may be present if requested by either party. The General Manager will render his decision in writing within five (5) working days following such meeting.

At all Steps of the grievance procedure the appropriate document will be signed by the appropriate people and a copy will be retained by the employee, the *Union* and the *Employer*.

- 8.03 Any of the time limits in the grievance procedure may be extended if mutually agreed to by *the Union and the Employer*.

ARTICLE 9 - UNION POLICY GRIEVANCE & EMPLOYER GRIEVANCE

- 9.01 A Union policy grievance or an Employer grievance may be submitted to *the Employer or the Union*, as the case may be, in writing, ten (10) calendar days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. No grievance may be presented as a policy grievance which could be filed as an individual grievance by an employee. A meeting between *the Employer* and *the Union* shall be held at **Step 2** of the Grievance Procedure. *The Employer*, or *the Union*, agrees to reply to the grievance, in writing, within five (5) working days after the said meeting. All other provisions of the grievance and arbitration procedure shall apply.
- 9.02 In the event the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this Collective Agreement.
- 9.03 Any of the time limits in the grievance procedure may be extended if it is mutually agreed to by *the Union and the Employer*.

ARTICLE 10 - ARBITRATION

- 10.01 When either party to this Collective Agreement desires to submit any grievance to arbitration, written notice shall be given to the other party formally within ten (10) working days, stating the subject of the grievance and at the same time, naming the arbitrator. Within five (5) working days after receipt of such notice, the other party shall name an arbitrator. The arbitrators representing the two (2) parties shall meet immediately and endeavor to agree upon a chairman for the Arbitration Board. Failing such an agreement, they shall then appeal to the Minister of Labour for the Province of Ontario to appoint an impartial chairman.
- 10.02 As soon as the Arbitration Board is completed by the selection of chairman, it shall meet and hear the evidence and representation of both parties, and shall render a decision as soon as possible.
- 10.03 The decision of the Majority of the Arbitration Board shall be final and binding on both parties to this Collective Agreement.
- 10.04 The Arbitration Board shall not have jurisdiction to alter or change any of the provision of this Collective Agreement nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent within the terms or provisions of this Collective Agreement.
- 10.05 At any stage of the grievance procedure, the conferring parties may have the assistance of the employee or employees concerned or any necessary witnesses and shall have access to the plant to view any disputed operations.
- 10.06 Each of the parties hereto shall bear jointly the expense of the chairman.
- 10.07 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle a grievance.
- 10.08 The parties may by mutual agreement use a one (1) person arbitrator and shall share equally in the arbitrator's expenses.,

ARTICLE 11 – TERM OR TASK EMPLOYEES (“SEASONAL EMPLOYEES”)

- 11.01 A term or task employee (“seasonal employee”) after working thirty (30) continuous weeks and one (1) day with ~~the Employer~~ shall become a permanent employee, entitled to ~~full~~ privileges hereunder, except as hereinafter Stated. Such person’s seniority shall commence from date of last hire working for ~~the Employer~~ in a bargaining unit job.
- 11.02 The discharge of a seasonal employee shall be deemed termination for just cause.

ARTICLE 12 - SENIORITY

- 12.01 (a) Permanent employees will not be laid off prior to seasonal employees and permanent employees will be recalled prior to seasonal employees. (the company has no intentions of employing seasonal employees when permanent employees are laid off)
- (b) In the event of a layoff immediately after the summer plant vacation ~~the Employer~~ may have up to fifteen (15) permanent employees working daily plus up to eleven (11) of the Shipping Department permanent employees who are exempt from displacement from a more senior employee for a maximum of fifteen (15) working days or twenty-one (21) calendar days, whichever is less, from the start of the layoff. To be clear, if the layoff is longer than fifteen (15) working days or twenty-one (21) calendar days ALL employees working will be based on a) seniority b) ability, skill and job efficiency and when factors under b) are relatively equal the senior employee will be selected.
- (c) In the event of a recall ~~the~~ company may have up to fifteen (15) employees working plus up to eleven (11) of the Shipping Department permanent employees who are exempt from displacement from a more senior employee for a maximum of five (5) working days
- 12.02 ~~The Employer~~ shall prepare and post seniority lists showing date of hire and employee group. Lists shall be revised each six (6) months and a copy given to the chairman of the plant committee.
- 12.03 In the event of a layoff other than described in 12.01(b) and 12.08 ~~the Employer may~~ have up to fifteen (15) permanent employees working daily plus up to eleven (11) of the Shipping Department permanent employees who are exempt from displacement from a more senior employee for a maximum of seven (7) calendar days from the start of the layoff. To be clear, if the layoff is longer than seven (7) calendar days ALL employees working will be based on a) seniority b) ability, skill and job efficiency and when factors under b) are relatively equal the senior employee will be selected.
- 12.04 Starting Jan 1, 2007, after the third permanent employee quits, ~~the~~ company will keep one (1) seasonal at the end of their term, who will become a permanent employee when they qualify under 11.01.
- 12.05 Should an employee displace a junior employee and prove unable to perform the duties of the classification, he shall be laid off and will only be recalled to an opening in the classification from which he was originally laid off.
- 12.06 Notwithstanding his position on the seniority list, the President of the Local Lodge shall be retained in the employ of ~~the Employer~~ so long as there is work available for which he is qualified and willing to perform.

12.07 Employees shall receive seven (7) calendar days notice when practical of notice of layoff. Should an occurrence develop within the seven (7) calendar day period that makes such notice impractical, **the Employer** will present evidence to show the impracticality to the plant committee. An employee who is absent without notice or justifiable reason between date of notice and layoff will be subject to discipline.

12.08 In the event of an unanticipated shortage of materials or a breakdown, inventory taking, or unforeseen delays due to flood, fire, power failure, etc, **the Employer** may make temporary layoffs, not to exceed three (3) working days (model changeover not to exceed one (1) working day) without regard to seniority and employees affected shall be sent home.

ARTICLE 13- LOSS OF SENIORITY

13.01 An employee shall lose all seniority and be deemed terminated for any of the following reasons:

- (a) If the employee voluntarily quits;
- (b) If any employee is on layoff and fails to return or obtain a leave of absence within two (2) working days after being notified by registered mail to his last known address. It is the employee's obligation to keep **the employer** informed of his current address;
- (c) If the employee is discharged and is not reinstated pursuant to the provisions of the complaint and grievance procedure herein;
- (d) If **the** employee overstays a leave of absence granted by **the Employer** without securing an extension of such leave;
- (e) If the employee is absent from work without good reason for more than three (3) consecutive working days without securing leave of absence;
- (f) If the employee accepts other employment while on leave of absence (except for medical reasons);
- (g) If, being an employee with less than one (1) year's service, he shall have been laid off for a period in excess of one hundred and twenty (120) calendar days, or if, being an employee with more than one (1) year's service and less than two (2) year's service, he shall have been laid off for a period in excess of one hundred and eighty (180) calendar days, or if, being an employee with more than two (2) year's service and less than three (3) year's service, he shall have been laid off for a period in excess of three hundred and sixty-five (365) calendar days, or if, being an employee with more than three (3) year's service, he shall have been laid off for a period in excess of five hundred and forty-five (545) calendar days.

13.02 An employee shall lose all seniority and shall be retired at the end of the calendar month in which the employee has the sixty-fifth (65th) birthday.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 **The Employer** shall grant leave of absence without pay to employees retroactively when necessary for legitimate reasons, including illness and accident.

14.02 Leave of absence without pay for personal reasons other than illness and accident shall be taken in conjunction with plant shutdown and be for a period of not more than four (4) weeks. The number of persons granted leave of absence at one time may be limited by **the Employer** and approved on the basis of first received. Employees who have had a previous leave of absence will be considered only after all other applications. Applications will be taken after March 1. The number of persons may be limited by department.

14.03 **The Employer** shall grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as delegates of the Local Lodge for **the** transaction of **Union** business.

- 14.04 *The Employer* agrees to notify the chairperson of the plant committee of all leaves of absence granted in excess of one (1) month.
- 14.05 Any employee on leave of absence who accepts employment from any other employer will be deemed to have voluntarily resigned.

ARTICLE 15 - DISCHARGE CASES

- 15.01 A claim by a permanent employee that he has been unjustly discharged or laid off from his employment shall be treated as a grievance and shall commence at Section 8.02 of the grievance procedure.
- 15.02 If the employee's claim is found to be justified, then he shall be reinstated in his employment with full compensation for the time lost at regular rates and no loss of seniority rights or other benefits.
- 15.03 The decision of the majority of the Board of Arbitration shall be the decision of the Board, but if no majority decision is possible, then the decision of the chairperson shall be the decision of the Board, and in any event, the decision of the Board shall be final and binding upon the parties hereto.
- 15.04 "Just cause" for discharge shall be deemed to include, but shall not be limited to, the following:
- (a) driving while on duty under the influence of alcohol or non-prescription drugs;
 - (b) falsification of production records;
 - (c) theft of Employer, customer, or other employee's property, including confidential information obtained from Employer records in the course of employment;
 - (d) refusal to perform work within a job classification which an employee is fully qualified to perform;
 - (e) any Leave of Absence obtained under false pretenses;
 - (f) any grievance with respect to the exercise of this right to discharge or discipline shall be limited to the question of whether or not one of the offenses in (a), (b), (c), (d) or (e) occurred and shall not include whether the type of discipline selected by the Employer was appropriate.
- 15.05 In the Event of discharge for "just cause" the Employer shall upon written request of the employee affected, or Union, furnish written reason or reasons for discharge. Whether expressly stated or not, such reason shall be deemed to include the employee's employment and discipline records.

ARTICLE 16 - STRIKES AND LOCKOUTS

- 16.01 In view of the provisions for an orderly settlement of grievances as set out above, there shall be no strikes, sit downs or slow downs by the Union or suspension of lockouts of work by the Employer during the life of this Collective Agreement. No picket line at or around the Employer's plant, established by any other person or organization shall be sanctioned or honored during the term of this Collective Agreement.

ARTICLE 17 - WORKING CONDITIONS, HOLIDAYS, WAGES

- 17.01 (a) Attached hereto and forming part of this Collective Agreement is Schedule "A" covering hours of work and overtime rates.
- (b) Attached hereto and forming part of this Collective Agreement is Schedule "B" covering statutory holidays and vacations.

- (c) Attached hereto and forming part of this Collective Agreement is Schedule "C" covering job classification and wages.
- (d) Attached hereto and forming part of this Collective Agreement is Schedule "D" covering welfare.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01 (a) Permanent employees who are working shall be granted up to three (3) continuous normal working days off (of which the day of the funeral shall be the last) with pay for normal working days involved, provided the employee attends the funeral in the event of the death of the employee's current mother, father, sister, brother, child, spouse, mother-in-law, father-in-law or grandchild.
- (b) Permanent employees who are working shall be granted one (1) normal working day off (the day of the funeral) with pay, provided the employee attends the funeral in the event of the death of the employee's current grandparents, brother-in-law, sister-in-law, grandmother-in-law or grandfather-in-law.
- (c) The term 'funeral' includes memorial service.
- (d) Permanent employees who are prevented from attending the funeral because of distance will be allowed the day of the funeral off with pay.
- (e) Seasonal employees who are working shall be granted one (1) normal working day off (the day of the funeral) with pay, provided the employee attends the funeral in the event of the death of the employee's mother, father, sister, brother, child or spouse. A death certificate is required.
- (f) Permanent employees who are working shall be granted three (3) continuous normal working days off (of which the day of the funeral shall be the last) with pay for normal working days involved, in the event of the death of a mother or father overseas.

ARTICLE 19 - JURY DUTY

- 19.01 When a permanent employee is called for jury duty, or selection, the Employer shall make up any loss of normal pay while serving on such jury duty.

ARTICLE 20 - JOB RELOCATION

- 20.01 Where an employee, due to deterioration of physical condition, can no longer perform his normal job, the parties will meet to discuss the feasibility of job relocation prior to relocation.

ARTICLE 21 - INJURY ON THE JOB

- 21.01 Should an employee receive an injury on the job, it must be reported immediately to the employee's supervisor, who will document the same in detail on a form provided for this purpose. The Employer agrees to maintain his pay for the balance of the day on which the injury occurred.

ARTICLE 22 - HEALTH & SAFETY

- 22.01 The parties agree health and safety of employees in the plant are of paramount importance and mutually agree to continue to improve the existing procedures in relation to all aspects of the safety committee.
- 22.02 Safety Glasses: The Employer will make available safety glasses for all employees. For permanent employees, two (2) pairs per year free of charge, and for seasonal employees one (1) pair at the time of hire, free of charge.

22.03 Prescription Glasses: *The Employer* will pay up to one hundred and fifty dollars (\$150) once every two (2) years for a permanent employee's purchase of prescription glasses.

ARTICLE 23 – DISCRIMINATION

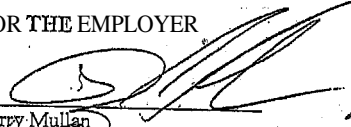
23.01 The parties agree there shall be no discrimination or intimidation by *the Employer or the Union* against any employee for exercising his rights under provisions of this Collective Agreement.

23.02 All references where the male or female gender is used shall be construed to include the opposite gender.

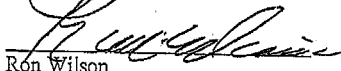
IN WITNESS WHEREOF the parties have duly executed *these* presents.

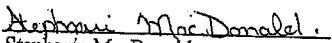
FOR THE EMPLOYER

FOR THE UNION



Terry Mullan


Martin Milhomens


Ron Wilson


Stephanie MacDonald


Brian Lammers


Carlos Salvador

SCHEDULE "A" - HOURS OF WORK AND OVERTIME RATES

Referred to in Paragraph 17.01 (a) of the attached Collective Agreement.

It is understood and agreed that the hours contained herein shall not in any way constitute a guarantee of hours.

HOURS OF WORK

- (a) Regular assigned hours for a day shift shall be from 7:00 am to 12:00 noon and from 1:00 pm to 4:00 pm on Mondays to Fridays inclusive, with a one (1) hour unpaid lunch period from 12:00 noon to 1:00 pm on each day. If mutually agreed by the Employer and the Union, the hours of work can be modified to: 7:00 AM to 12:00 Noon, 12:30 PM to 3:30 PM, with 1/2 hour unpaid lunch.
- (b) Should a second or third shift operation become necessary, it is agreed by the Union and the Employer that the hours of work for these shifts shall be negotiated.

OVERTIME RATES

- (a) All hours worked over and above the regular assigned hours per day shall be considered as overtime and shall be paid for on the basis of time and one-half (1 1/2).
- (b) All hours worked on Saturday shall be paid for at the rate of time and one-half (1 1/2). All work performed on Sunday shall be paid for at double time (x2) the regular rate of the shift being worked.
- (c) All overtime work shall be performed by the employee who regularly does that job.
- (d) At the start of each work week, the Employer will ask employees for their willingness to work overtime, if required, for the rest of that week. This list will be used for the rest of the week

SHIFT PREMIUM

There shall be a thirty (30) cent shift premium for hours worked between 4:00 pm and 12:00 am and a thirty-five (35) cent shift premium for hours worked between 12:00 am and 7:00 am.

REST PERIODS

A paid rest period of fifteen (15) minutes in the first half shift and a ten (10) minute paid rest period in the second half shift when regular hours are being worked. There shall be a five (5) minute paid break before the beginning of the tenth (10th) hour of work.

CALL IN PAY

Employees called back to work outside the regular assigned hours to meet emergencies, after having left the plant on completion of their regular assigned shift without having been previously notified to report back shall receive a minimum of three (3) hours of work or three (3) hours' pay at the applicable rate.

REPORTING PAY

When an employee reports for work (not having been notified not to report) he shall be paid for a minimum of two (2) hours or shall be given the opportunity of working three (3) hours at some alternative work. Should there be circumstances beyond the Employer's control such as fire, flood or power failure the provisions of reporting pay shall not apply.

DISCHARGE NOTICE

A copy of a discharge notice will be sent to the Union president.

PAYMENT OF WAGES

Employees will be paid all wages to which they are entitled by 3:00 pm on Friday of each week. The checks will be distributed prior to the completion of the shift.

SCHEDULE "B" - STATUTORY HOLIDAYS AND VACATION PAY

Referred to in Paragraph 17.01 (b) of the attached Collective Agreement.

Employees shall not be entitled to items in this Schedule until they have worked thirty (30) continuous weeks and one (1) day with the Employer, except for items covered by the Employment Standards Act

STATUTORY HOLIDAYS

The following statutory holidays will be recognized with pay (eight (8) hours at the employee's regular hourly rate) when not worked

Good Friday	Labour Day	Day Before Christmas	New Year's Day
Victoria Day	Thanksgiving Day	Christmas Day	
Dominion Day		Boxing Day	
Civic Holiday		Day After Boxing Day	

Any employee required to work on any of the above statutory holidays shall be paid for at the rate of time and one-half (1 ½) (that is to say, the employee concerned will receive his holiday pay plus time and one-half (1 ½) for the hours worked) and the employee may request to have his or her statutory holiday rescheduled without pay at a time agreed to by the employee and the Employer. Should any employee be required by the Employer to work on such statutory holiday and should he fail to report for work, he shall forfeit his holiday pay.

It is understood and agreed that the employee, in order to be eligible for pay for the above named statutory holidays, must work the regular working day preceding and following such statutory holiday if the employee is scheduled, unless the employee is off through sickness with a doctor's certificate or through accident. Employees, to be eligible, must not be receiving weekly indemnity. Employees who are laid off will be eligible, provided the employee worked within forty-five (45) calendar days prior to the holiday and the employee responds to recall. In the case of multiple holidays, should an employee miss the day before or after such multiple holidays, such employees shall not lose more than one (1) holiday pay.

The Employer will notify the employees of the schedule of working days and Christmas holidays by the second Monday in December in any year.

ANNUAL VACATIONS

All permanent employees shall receive an annual vacation of two (2) weeks without pay after one (1) year's unbroken service with the Employer. They will receive four percent (4%) vacation pay paid on a weekly pay period. Time of such vacation may be determined by the Employer.

All permanent employees shall receive an annual vacation of three (3) weeks without pay after five (5) years unbroken service with the Employer. They will receive six percent (6%) vacation pay paid on a weekly pay period. Time of such vacation may be determined by the Employer.

All permanent employees shall receive an annual vacation of four (4) weeks without pay after twelve (12) years unbroken service with the Employer. They will receive eight percent (8%) vacation pay paid on a weekly pay period. Time of such vacation may be determined by the Employer.

All permanent employees shall receive an annual vacation of four (4) weeks without pay after twenty (20) years unbroken service with the Employer. They will receive nine percent (9%) vacation pay paid on a weekly pay period. Time of such vacation may be determined by the Employer.

Should *the Employer* close the plant for a one (1) week holiday period, the first week's vacation will normally be taken during such period and the second week shall be at the convenience of *the Employer* at any time either before or after the normal week's vacation.

For the purpose of this contract and all necessary adjustments with respect to prior service holiday entitlement, the working year shall be the twelve (12) month period ending June 30th each year.

The plants **may** be scheduled to close for a **minimum** of two (2) week between July 1st and August 31st for vacation. **Unless** *the Employer* declares a plant vacation period in excess of two (2) weeks, employees may elect by July 1st to take third or fourth vacation weeks by time clock dated requests. *The Employer will* attempt to honour such requests where practical.

The Employer will notify the employees of the date of plant vacation not later than May 1st in any year, where practical.

VACATION WORK

Should permanent employees be needed to work during the plant shut down period such employee(s) shall be selected at *the Employer's* discretion. The employee(s) selected shall agree on a voluntary basis to work the shut down period on a day to day basis.

SCHEDULE "C" - JOB CLASSIFICATION AND WAGES

Referred to in Paragraph 17.01 (c) of the attached Collective Agreement.

The following groups are in the Division.

An employee shall enter into a group after working thirty (30) continuous weeks and one (1) day with the Employer. The employee's group shall be the group of the job on which the employee is working after working thirty (30) continuous weeks and one (1) day with the Employer.

At the Employer's discretion, designated seasonal employees who are qualified welders may receive up to the Group rate of pay as long as they all receive the same rate. At the Employer's discretion, designated seasonal employees who are qualified chopper gun and gelcoat operators may receive up to the group rate of pay as long as they all receive the same rate.

Group A - Designated qualified Maintenance persons
Full-time welders
Full-time Mould Maker/Fiberglass Sprayer
Full-time designated service Persons

Group B - All others

Hourly Rates of Pay and effective dates:

	<u>Jan 1, 2007</u>	<u>Sept 1, 2007</u>	<u>Sept 1, 2008</u>
Group A	\$19.37	\$19.56	\$20.06
Group B	\$18.51	\$18.69	\$19.19
Seasonal	\$12.51	\$12.64	\$13.00

All senior employees, on the return to work in 2007 will receive one hundred \$100.00 on their first paycheck.

Truck drivers will retain original classification when they work in the plant but be paid mileage when driving in accordance with the Collective Agreement.

Full-time truck drivers while working in the plant will be paid classification for work being done. Truck drivers may be hired at current rates and benefits without the "working thirty (30) continuous weeks and one (1) day with the Employer" requirement.

The rates below include all overtime provisions of the Collective Agreement.

Truck drivers will receive effective Jan 1, 2007 - 27.24 cents per kilometer.

Sept 1, 2007 - 27.52 cents per kilometer

Sept 1, 2008 - 28.18 cents per kilometer

For each pickup of material, tie down of a float:

Jan 1, 2007 - \$14.21

Sept 1, 2007 - \$14.35

Sept 1, 2008 - \$14.71

Leadhands - Twenty-five (25) cents premium above group rate. When relieved of lead duties premium shall be lost.

Lead Hand Plus: An individual whose job function changes with the adding of seasonal employees in respect to that the individual now assists the supervisor in either distributing work among the seasonal employees, and/or co-ordinates the seasonal employees to complete specific tasks. When the level of seasonal employees is **fifty (50)** or more, designated lead hands will receive an additional thirty-five (35) cents per hour. Effective Jan 1, 2007, designated **Lead Hand Plus** employees will receive an additional sixty-five (65) cents per hour as well as their thirty-five (35) cents when the number of seasonal employees reaches two hundred (200).

All Fiberglass employees receive twenty-five (25) cents per hour over posted rates except those in Group A.

Full-time chassis paint sprayers will receive twenty-five (25) cents per hour over posted rates except those in Group A.

Full-time lamination machine operators and gluers will receive fifteen (15) cents per hour over posted rates.

All fiberglass employees, full-time lamination machine workers, welders and full-time chassis paint sprayers shall receive a seven (7) cent shoe allowance per hour.

Present circle rates to remain. At the Employer's discretion an incentive program may be put in place which would not affect the base rate.

Coveralls are supplied to:

- Full-time Chassis Fabricators
- Full-time Senior finishers in paint room
- Full-time machine repair & maintenance employees
- Full-time fiberglass employees
- Full-time floor employees who come in contact with wet painted chassis

All new employees, after working thirty (30) continuous weeks and one (1) day with the Employer, enter either of the above groups. Group A if they qualify and there is a vacancy; all others, Group B.

Pension Contribution

- (a) The Employer will remit fifty-five (55) cents per hour to the pension plan of the Union's choice on behalf of all permanent employees covered under this Collective Agreement, For seasonal employees the Employer will remit to the pension plan only after the seasonal employee has worked ninety (90) continuous calendar days with the Employer from his last date of hire. All employees must contribute.
- (b) The Employer shall make the required contributions within fifteen (15) calendar days following the end of each calendar month.
- (c) The Employer will remit pension plan deductions from employees based on regular hours worked. Regular hours shall include hours paid, but not worked for annual vacation entitlement, statutory holidays, paid leave of absence such as jury duty or bereavement leave.
- (d) In no event shall such hours exceed eight (8) hours per day for day shift, ten (10) hours per day for night shift, or forty (40) hours per week.
- (e) In forwarding this money to the pension plan the Employer agrees to indicate the employee's name, social insurance number, account number and the amount of money being forwarded.

SCHEDULE "D" - MEDICAL & HOSPITAL INSURANCE

Referred to in Paragraph 17.01(d) of the attached Collective Agreement

Employees shall not be eligible for any coverage under this Schedule of the Collective Agreement until they have worked for thirty (30) continuous weeks and one (1) day with *the Employer*.

1. *The Employer* shall pay for employees the cost of semi-private coverage of OHIP and for the cost of life insurance, disability, sick leave, particularly described and set forth in the F.I.O. of insurance for non-occupational accidents and non-occupational illness with first day accident, eighth (8th) day illness and for a period of twenty-six (26) weeks to the insurer.

The amount of Life And AD & D insurance shall be forty thousand (40,000) dollars and a weekly indemnity of seventy percent (70%) of wages up to a maximum of the benefit provided by *Human Resources Development Canada (Employment Insurance)*. *The Employer* is to receive the E.I. rebate.

2. Responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, welfare and hospital benefits under this Collective Agreement.
3. When an employee is recalled on or before the fifteenth (15th) day of a month, *the Employer* shall pay the benefit costs for the month of recall.
Welfare coverages shall be paid for by *the Employer* for the remainder of the month in cases of layoff, and the first (1st) full month following a layoff. Employees who desire to have group life coverage continue during layoff may do so by having cash paid in amount of premium into *the Employer* by the fifteenth (15th) of the month preceding the period of coverage.
4. *The Employer* agrees to make available for eligible employees the Blue Cross Dental Plan No 7, or equivalent, on a voluntary, non-withdrawal basis during employment. The employees who cease to work and have enrolled for coverage during employment and have ceased to maintain coverage during non-employment, upon re-employment will not be eligible for re-application for coverage for one (1) year following re-employment. *The Employer* will contribute seventy-five percent (75%) of the costs for dental care for those persons who enroll.
ODA Schedule of Fees and Effective Dates:
Jan 1, 2007 2005 ODA Schedule of Fees
Sept. 1, 2007 2006 ODA Schedule of Fees
Sept. 1, 2008 2007 ODA Schedule of Fees
5. *The Employer* will provide and pay one hundred percent (100%) for the cost of "Out-of-Province" hospital and medical coverage for truck drivers while out of the province.
6. *The Employer* will provide a drug plan on a voluntary, non-withdrawal basis one hundred percent (100%) paid for by *the Employer*. A drug card will be issued to all permanent employees. No deductible amount will be charged to the employee.

7. Where *the Employer* discharges or suspends for a period of at least one (1) month, a permanent employee (not a seasonal employee) who has filed a grievance ~~disputing~~ such discharge or suspension, benefits set out in this Schedule shall cease for the employee. *The Employer* shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with *the Employer*, a copy of this provision of the Collective Agreement, together with the amount of premium required and the date when they are due. The employee may at his option apply, in writing, within two (2) weeks from the filing of his grievance on the discharge or suspension, to *the Employer* for continued coverage under this Schedule and pay to *the Employer* the amount of any premiums, to provide him with the benefits set out in this Schedule during the period subsequent to his discharge or suspension, up to the time an Arbitration Board makes a final or binding decision on his grievance or the end of the suspension, whichever is applicable. The Board of Arbitration, if the grievance is successful, shall be limited to reimbursement for the employee for welfare to the amounts paid by the employee for coverage maintenance.
8. Employees will be advised by *the Employer* at the time of classification that benefits are available, and how to go about obtaining the same.

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