

January 31, 2011

Tim Thomas, President  
ASP Incorporated  
460 Brant Street, Suite 212  
Burlington, ON L7R 4B6

Sent by fax: 416-481-1966  
& email: [tthomas@security-asp.com](mailto:tthomas@security-asp.com)

Dear Tim,

**SUBJECT: NOTICE TO BARGAIN FOR A RENEWAL, REVISION  
OR THE ESTABLISHMENT OF A NEW COLLECTIVE AGREEMENT**

The trade union wishes to enter into negotiations to renew the collective agreement that is currently in effect between NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) and CAW LOCAL 2002 and ASP Incorporated. The trade union party to this agreement was formerly Teamsters Local Union 847. By this letter, we give you notice to bargain pursuant to section 36(2) of the Canada Labour Code.

I would appreciate it if you could contact me so that we can establish dates and the location for the commencement of negotiations. We will be forwarding you the names of the CAW Local 2002 union's bargaining committee in due course and before the commencement of negotiations.

In addition, we bring to your attention the provisions of Section 50(b) of the Canada Labour Code which prohibits an employer from altering during collective bargaining the terms and conditions of employment currently in effect for employees in the bargaining unit without the consent of the trade union.

As you may be aware, the duty to bargain in good faith requires that an employer provide timely and accurate information concerning the terms and conditions of employment for the employees in the bargaining unit. In order to assist us in the preparation for collective bargaining and in order to prevent delays once these negotiations commence, we request that you immediately provide us with the following information concerning the terms and conditions of employment:

1. Any company policies, employment guidelines or other written or widely-understood practices in which the terms and conditions of employment of employees in the bargaining unit are set out including the application of vacation pay;
2. A schedule of all overtime performed during the course of the period January 1, 2010 through to December 31, 2010;



3. A copy of the text of the Teamster Pension Plan, including any trust documents applicable to the plan, as well as specific reference to any amendments that were made to the text over the course of the last three years;
4. The last valuation of the Teamster Pension Plan in which bargaining unit members are enrolled, as well as the record of payments into the Plan by the employer over the course of the last three years;
5. Total number of employees in following categories, Full-time, Part-time, On Call Casual Employees, and an inventory of all hours worked in said categories;
6. A copy of the ASP Health and Welfare Plan and any associated costs attributable to the plan;
7. Copies of all active Memoranda and Letters of Understandings;
8. A complete list of all outstanding grievances.

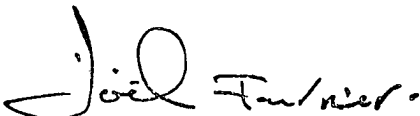
As you are of course aware, the duty to bargain in good faith requires the employer to divulge accurate and timely information concerning management decision-making processes that may have an impact on bargaining unit members. We therefore request all information in your possession concerning any such plans that the Company may have including any plans the company may impact bargaining unit members, or to contract out any work currently performed by members of the bargaining unit.

Further, we request that you provide us with information about any other plans that the Company has made concerning any initiatives that may affect the terms and conditions of employment of the members of the bargaining unit represented by the CAW-Canada.

Finally, the trade union states that none of the duties performed by bargaining unit personnel are such that their interruption as a result of a strike or lockout would cause an "immediate and serious danger to the safety or health of the public". Accordingly, we would seek to have an agreement concerning the maintenance of activities as contemplated by section 87.4(3) of the Canada Labour Code.

I look forward to the early receipt of this information, and to the commencement of negotiations for a new collective agreement.

Sincerely,



**JOEL FOURNIER**  
**CAW National Representative**  
**Phone: 416-495-3768 / Fax: 416-495-6560**

cc: Leslie Dias President, Local 2002

JF:vscope343