

Collective Agreement

Between

**Visteon Canada Inc.
Markham Plant**

and

**The International Association of Machinists
And Aerospace Workers
Local 2113**

**Begins:
01/13/2001**

**Terminates:
01/19/2004**

02117(07)

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	Purpose	1
2	Recognition	1
3	Rights of Management	2
4	Check-off Union Dues	3
5	No Strikes and No Lockouts	3
6	No Discrimination	3
7	Union Representation	4
8	Health and Safety	6
9	Grievance Procedure	6
10	Arbitration	8
11	Discipline/Discharge Cases	9
12	Seniority	10
13	Posting Notices	21
14	Hours of Work	21
15	Special Allowances	26
16	Paid Holidays	27
17	Vacations	28
18	Health and Welfare	30
19	Wage Rates and Job Classifications	30
20	Duration of Agreement	32

X 2002 10

32

APPENDIX	APPENDICES DESCRIPTION	PAGE
Appendix "A"	Job Classifications Applied to Job Levels	34
Appendix "B"	Life Insurance and Accidental Death and Dismemberment Coverage	36
Appendix "C"	Health and Welfare Program Coverage	38
Appendix "D-I"	Visteon Canada Inc. Retirement Plan	40
Appendix "D-II"	Visteon Canada Inc. Retirement Plan	43
Appendix "E"	Joint Steering Committee	46
Appendix "F"	Alternate Work Schedules	47
Appendix "G"	Apprenticeship Agreement	49
Appendix "H"	Overtime Groups	57
Letter #1	Policy of Outside Contracting	59
Letter #2	Group Leaders	60
Letter #3	Vehicle Purchase Plan ("A" Plan)	61
Letter #4	Administration of Discipline	62
Letter #5	IAM Benefits Representative	63
Letter #6	Shift Changes and Transfers	64
Letter #7	Life Insurance Plan	65

Letter #8	Joint Technical Training Committee	66
Letter #9	Management / Union Communication	68
Letter #10	Worker's Compensation Board Cases	69
Letter #11	Apprenticeship Agreement	70
Letter #12	Joint Pension Advisory Committee	71
Letter #13	Alternate Work Schedules	72
Letter #14	Employee Assistance Programme	73
Letter #15	Connectivity Programme	74
Letter #16	Insurance Carrier Change	75
Letter #17	Training and Re-Training	76
Letter #18	Application of Appendix D-1	77
Supplement	Joint Union Management Health and Safety Committee	78

COLLECTIVE AGREEMENT

This Collective Agreement is made effective this 13th day of January, 2001

Between

VISTEON CANADA INC., hereinafter referred to as the "Company"

-and-

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS and its LOCAL LODGE NO.2113, hereinafter referred to as the "Union"

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 shall be disposed of promptly, equitably and in a spirit of mutual cooperation. In addition, the Company and the Union are committed to a relationship which fosters mutual cooperation, joint initiatives and the empowerment of the work force to provide enhanced opportunities for job security and the **long** term viability of the Markham Plant.

RECOGNITION

- 2.01 a) The Company recognizes the Union as the **sole** and exclusive collective bargaining agency for all of the employees of the Company at its operations in the town of Markham, save and except Supervisors, Foremen, persons above the rank of Supervisor/Foremen, Office, Sales **Staff** and Security Guards.
- b) In the event the Company closes its Markham Plant and operations currently performed by bargaining unit employees are relocated to a newly established facility within the Province of Ontario, the Company will continue to recognize the Union as the sole and exclusive collective bargaining agency and the provisions of this Collective Bargaining Agreement will be extended to cover the **new** facility.
- c) If the Company re-establishes a manufacturing facility in the Province of Ontario, it will give first opportunity for permanent positions to employees severed under this agreement.

- 2.02 The Company agrees that it will not permit any person not within Bargaining Unit to perform the work or operations normally done by an employee within the Bargaining Unit, with exceptions in the following types of situations
- (a) In line set-ups where qualified Bargaining Unit personnel are not directly available.
 - (b) In experimental work or inventory, (except that of initial routine counting and recording of production materials).
 - (c) In an emergency or instructing employees.
 - (d) The Company will notify the Shop Steward or Chief Steward prior to performing work outlined by paragraphs 2.02 (a), (b) and (c).

RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency;
 - (b) To hire, retire, direct, promote, demote, transfer, discipline, suspend, discharge employees, and to increase and decrease the working forces, provided a claim of discriminatory promotion, demotion, transfer, discipline, retirement and suspension or a claim by an employee that they have been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) Generally to manage the business in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of establishments, the products to be manufactured, processed or handled, the methods and processes to be used, schedules of production and work, kinds and locations of machines, tools and equipment to be used, engineering required, and the control of materials to be used in the products manufactured or handled;
 - (d) To make, alter and enforce rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

CHECK-OFF OF UNION DUES

- 1A2 4.01 All employees covered by this Agreement shall as a condition of employment, upon completion of their respective probationary periods, become members of the Union and remain members in good standing in the Union during the term of this Agreement.

Prior to starting work, new employees shall be required to complete and sign the Union Membership Application form and they will be introduced to their Shop Steward by their Supervisor.

- 1C 4.02 Employees shall be required to authorize the Company on a form provided to deduct from each week's pay an amount equal to the regular weekly dues of the Union. Such deductions shall be remitted to the Local Lodge of the Union, together with a list of employees from whom such deductions were made. The list will include hires and severances.

The Company will show the amount of dues deducted on T-4 slips issued to employees.

NO STRIKES AND NO LOCKOUTS

- 5.01 The Company agrees that it will not cause or direct any lockout of its employees so long as this Agreement continues to operate, and the Union agrees that there will be no strikes, slow-down, sit-down, work stoppage or suspension of work, either complete or partial for any reason by the employees so long as this Agreement continues to operate.

NO DISCRIMINATION

- 6.01 The Company agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Company or by any of its representatives with respect to any employee.
- 6.02 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Company by any of its members or representatives, and there will be no solicitation for membership, or other union activity on the premises

of the Company during an employee's working hours except otherwise provided in this Agreement.

- 6.03 The Company agrees that it will not discriminate against any person because of race, creed, colour, nationality, ancestry or place of origin, sex, sexual orientation, or age as provided in the Employment Standards Act of Ontario, Human Rights Code.

UNION REPRESENTATION

- 7.01 The Union shall elect or otherwise appoint a Shop Committee consisting of the President and Vice President of Local Lodge No. 2113 and Chief Stewards as provided for in Section 7.02. The members of the Shop Committee shall be employees of the Company covered by the Agreement.

- 7.02 The Union may elect or otherwise appoint and the Company shall recognize three (3) Chief Stewards on the day shift, one (1) Chief Steward on the afternoon shift and one (1) Chief Steward on the midnight shift (providing there are 50 or more employees assigned to the midnight shift). It is understood that complaints, grievances, etc., will be communicated to management by not more than one (1) Chief Steward who may be accompanied by a Shop Steward.

Additionally, with regard to work team concepts and in order to support and enhance joint commitments, efforts and communications; 1) The Union will identify two (2) Shop Stewards for the afternoon shift and one (1) Shop Steward for the midnight shift to assume the responsibilities of Chief Steward; 2) Such Chief Stewards will be assigned to an area consistent to the day shift area assignments and the function will not be full time.

Individuals identified as Shop Steward(s) will remain in their area unless they do not have sufficient seniority to remain on the shift, or accept a promotion in line with their seniority, or if their product line is eliminated or moved. Individuals identified as Chief Stewards will remain in their area and on their shift for the period of their current respective term unless they accept a promotion in line with their seniority.

- 7.03 The Union shall notify the Company in writing of the names of the members of the Shop Committee, Chief Stewards, Shop Stewards and the Union's appointees on joint committees within fourteen days of ratification of this agreement, and of any subsequent changes.

- 7.04 (a) For the purposes of improving communications between the parties and discussing matters of mutual concern, representatives of the Company will meet the Shop Committee once each month. Such meetings will be held during the second week of each month on some mutually agreeable day of that week and the Company and the Union will exchange agendas of matters for discussion not later than seven days before each meeting. If an agenda is not submitted by either party, it is understood that the month's meeting is cancelled.
- (b) in case of urgent matters, additional meetings shall be held at other times which are mutually agreeable to the Parties.
- 7.05 A Shop Committeeperson, Chief Steward or Shop Steward shall, after notifying their Supervisor, be permitted at reasonable times during working hours, to leave their regular duties for a reasonable length of time in order to investigate or settle any complaint or grievance which may arise.

102

When returning to their regular duties, the employee shall so notify their Supervisor. When the time is spent by a Shop Committeeperson, Chief Steward or Shop Steward during their regular working hours, and on the premises of the Company, and when permitted, for the purpose of investigating, settling or meeting with the Company, with respect to the complaint or grievance of an employee, they shall be paid at their straight time hourly rate of pay for time spent away from their regular duties. Notwithstanding the following the Company will recognize the functions of the President as justifiable paid time away from regular duties up to a maximum of forty (40) straight time hours per week.

- 7.06 A full-time Health and Safety Representative who has attained the status of "Certified Worker" (as defined by the Occupational Health and Safety Act of Ontario in effect on the date of this agreement, as a minimum standard) shall be appointed by the Local President. The President shall advise the Human Resources Department in writing of the name of the appointed Health and Safety Representative. No Representative shall function as such until the Company has been so advised. This representative will be paid at their straight time rate for 40 hours per week.
- 7.07 Shop committeepersons, Chief Stewards and Shop Stewards shall exercise the privileges herein provided in such a manner as to promote good order and shop discipline, and with the least possible interference with the regular duties of their employment.

- 7.08 A full-time IAM benefits representative will be selected by Union to work on IAM benefit issues and provide employees with information, support and direction to obtain various benefits and programme assistance.

HEALTH AND SAFETY

- 8.01 The Company shall maintain adequate sanitary arrangements, proper safety devices and eliminate any condition of employment which is a hazard to the health and safety of the employee.
- The joint Union Management Safety Committee shall remain pursuant to the Occupational Health and Safety Act of Ontario in effect on the date of this agreement, as a minimum standard. The Union shall name eight (8) employees covered by this Agreement to such Committee. The size of the Committee may be changed by mutual agreement of the parties. A meeting of the Committee shall be held at least once per month to discuss matters pertaining to the health and safety of the employees, to identify situations that may be a source of danger or hazard to employees and to make recommendations to management on health and safety matters. A Union member of the Committee, designated by the Union, will be permitted to conduct a safety inspection once per month and will also be informed of all lost time accidents affecting employees in the bargaining unit. Minutes of Committee meetings will be filed with the Union and a copy posted on the bulletin board. The Company shall also post the names of both Union and Company representatives of the joint Union-Management Safety Committee. The Joint Union Management Safety Committee will operate under the Operating Guidelines promulgated by the parties (see Supplement).

Union Committee members shall be paid at their regular or premium rate for such time away from their work for meetings and inspections provided for above.

A health and safety grievance may be initiated at Step 3 of the Grievance Procedure provided the matter in question has been considered and not resolved at the joint Union-Management Safety Committee meeting.

GRIEVANCE PROCEDURE

- 9.01 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. In the event of a complaint by an employee, they shall

take the matter up on an oral basis with their Supervisor within fourteen (14) calendar days of the event giving rise to the complaint. The fourteen (14) calendar day time limit shall apply from the day the event giving rise to the grievance becomes known by the grievor. The employee shall be accompanied by a Steward if they request such assistance. The Supervisor will reply to the complaint within three (3) working days. If the matter is not settled to the employee's satisfaction, the following procedure shall be adhered to:

Step No. 1:

The employee or the Union Steward shall present the grievance in writing on the form provided, signed by the employee and a Steward, to the Supervisor within three (3) working days after the date of receiving the Supervisor's reply to the complaint. The employee shall have the assistance of their Steward. The Supervisor shall discuss the grievance with the Steward and the employee and give an answer or decision in writing within three (3) working days of the date upon which the grievance was received.

Step No. 2:

if the matter is not settled to the employee's satisfaction, the employee shall within three (3) working days of the date of receiving the decision from the Supervisor or nominee, with the assistance of the Chief Steward, present the grievance in writing, on the form provided, to the appropriate PTM or Department Manager. The PTM or Department Manager or their nominee, will within three (3) working days, upon receipt of the grievance, answer the grievance in writing and return it to the Chief Steward.

Step No. 3:

If the grievance is not settled at Step 2, the Shop Committee and the Business Rep will, within five (5) working days of the day of receiving the decision of the PTM or Department Manager or their nominee, take the grievance up with the Labour Relations Supervisor and/or Manager. The Labour Relations Supervisor or Manager will within five (5) working days of the meeting, give a decision in writing. If the grievance is not settled at Step 3 the Union may refer the grievance to arbitration under Article 10.

9.02 Either the Union or the Company may file a policy grievance within ten (10) working days of the event giving rise to the grievance. The ten (10) working day time limit shall apply from the day the event giving rise to the grievance becomes known to either party. Any such grievance may be taken up beginning at Step No. 3 in the case of a Union policy grievance, or with the Shop Committee in the case of a Company grievance.

If the grievance is not settled within five (5) working days after the date on which it was received by the Human Resources Manager or nominee, at Step No. 3, then the Union may refer the grievance to arbitration under Article 10.

9.03 Any of the time limits in this Article or in Articles 10 or 11 may be extended by mutual agreement of the parties.

ARBITRATION

10.01 In the event that a grievance is not settled satisfactorily after it has been duly processed through the grievance procedure provided for in this Agreement, either party may, within and not after ten (10) working days, following the Union's next immediate regular Local Lodge meeting notify the other party in writing of its desire to submit the grievance to arbitration and such notice shall contain the name and address of the first party's appointee to an Arbitration Board. At the request of the Union, the Company will extend time limits up to an additional ten (10) working days: provided however, that in grievances having continuing financial liability, no such liability will accrue during these additional ten (10) working days. The recipient of such notice shall within ten (10) working days of its receipt, inform the other party in writing of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a Chairperson within ten (10) working days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority, is the decision of the Arbitration Board but if there is no majority, the decision of the

Chairperson governs. The Arbitration Board shall not have any authority to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof or to give any decision contrary to or inconsistent with the terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its own appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairperson.

- 10.02 Any question as to whether a matter is arbitrable may **also** be referred to arbitration under this Article by either party.
- 10.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or **settle** the grievance.

DISCIPLINE/DISCHARGE CASES

- 11.01 (a) No seniority employee covered by this agreement shall be disciplined in any manner, demoted, suspended or discharged except for **just** cause.
- (b) An employee may only be disciplined in the presence of the employee's Steward or designated alternate, except when the Steward or designated alternate is not on the Company premises. Disciplinary action taken against an employee will be confirmed on appropriate forms with the distribution as follows:

1 copy to the employee
1 copy to the Union President

An employee may only be discharged in the presence of the Local President or designated alternate. The discharged employee shall have the right to interview their Local President or their alternate for a reasonable time during working hours in a convenient place in the Plant.

In the event that an employee who has attained seniority is suspended as a disciplinary matter or is discharged and the employee claims that an injustice has been done, the employee

may within three (3) working days after discharge or suspens file a grievance in writing at Step 3 of the grievance procedure.

The Company will notify the President or alternate if an employee voluntarily quits. In applying progressive or other discipline, verbal and written warnings and **less** severe disciplines will be purged from the employee's personnel file after twelve (12) months if the employee receives no additional disciplinary action during that period. More severe disciplines will be purged from the employee's personnel file after twenty-four (24) months if the employee receives no additional disciplinary actions

- 11.02 Where an employee grieves suspension or discharge and duly comes before an Arbitration Board, the Board may make a ruling:
- (a) Confirming the Company's action or
 - (b) Reinstating the employee with full seniority and **all** rights and benefits under the Agreement with compensation for all wages lost. or
 - (c) Disposing of the grievance in any other manner which may be just and equitable.

SENIORITY

- 12.01 An employee will be considered on probation, and will not be placed on a seniority list, until after the employee has worked for the Company for forty-five (45) working days up to and including Job level 13 and sixty (60) working days in Job Level 14 and above during a period of six (6) consecutive months. If at the option of the Company, the employee is retained for the aforementioned period, the employee's name shall be placed on a seniority list and seniority shall date from the date the employee last commenced work with the Company.

- 12.02 In case of promotion, demotion (except as a disciplinary measure), lay-off' and recall from lay-off (except in the case of temporary lay-offs under Article 12.07) the following shall apply:

The employee with seniority shall be entitled to exercise plant-wide seniority (and in the *case* of lay-off to displace an employee with **less** seniority in the plant) provided the employee with seniority has the qualifications to do the work which is available.

12.03 Seniority lists and records shall be kept by the Company on a plant-wide basis and on a job classification basis as applicable. A copy of such seniority lists shall be forwarded to the Union. Such lists shall be prepared once every three (3) months where changes so warrant, and in any event, not less than once every six (6) months. The Union will be notified of recall and hiring programmes.

12.04 An employee transferred from an hourly paid position to a salaried position shall be credited with seniority accrued in the bargaining unit at the time of transfer and will continue to accumulate up to one (1) year of salaried position seniority, during which time the employee may elect to return to the bargaining unit where there is a vacancy. After one (1) year all bargaining unit seniority will be forfeited.

12.05 When an employee is transferred (as defined in Article 12.02) from one job classification to another, seniority will be transferred.

7E In accordance with Appendix "G", Apprenticeship Agreement, for employees entering a trade after completing a Joint Apprenticeship programme, the seniority date to be applied will be the date the employee enters their apprenticeship. Plant-wide seniority will be retained and applied for the purposes of vacation and any other benefits and/or should the employee revert to their previous classification in which their seniority is greater.

In the event there is no need for an additional employee in the classification, the apprentice who has successfully completed the apprenticeship and has become a licensed journeyman, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeyman will retain recall rights to the apprenticed classification and will exercise their date of entry seniority as openings become available.

12.06 An employee shall lose seniority standing and their name shall be removed from the seniority list and employment terminated for any of the following reasons:

- (a) If the employee voluntarily quits the employer;
- (b) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;

(c) If an employee is absent without permission or does not call the Company for more than three (3) consecutive days and fails to furnish satisfactory reason for such absence.

10 E1 (d) If the employee has been laid off continuously for a period of more than twenty-four (24) consecutive months or length of service, whichever is greater. The following conditions will apply;

A registered letter will be sent to the employee on lay-off, regardless of length of service in the twenty-second (22) month to update employee recall rights.

- i. The employee must respond to the registered letter prior to the twenty-fourth (24) month.
- ii. Failure to respond to the registered letter will result in the employee being removed from the seniority list.
- iii. Employees who respond will remain on the seniority list with recall rights up to their length of service.

(e) If the employee is laid off and fails to report for work within two (2) weeks after they have been notified to do so by the Company, or fails within that time to furnish the Company with a satisfactory reason for not returning. Such notification will be sent by the Company by registered mail to the last address on record with the Company. The Union will receive a copy of such notice.

(f) **All** employees on lay-off status must keep Human Resources Department informed as to any change of address by registered mail or in person, if they wish to remain on the seniority list. **A** copy of the change in status shall be given to the Union.

(g) if an employee who is recalled to work fails to advise the Company within five (5) working days of notice that they intend to return to work, their name may be passed over and the next in line called, and if not returning fails thereafter to furnish the Company with a satisfactory reason within the period of time provided in (e) immediately above.

10 c (h) If an employees' period of disability leave exceeds twenty-four (24) months or length of service, whichever is greater.

12.07 Lay-off may be put into effect without regard to seniority when a temporary lay-off is necessary, either due to a shortage of materials or

assembly line changeover, or volume adjustment, or inventories so long as the lay-off does not extend beyond a period of three (3) working days. In any event, such lay-offs shall not exceed ten (10) working days in any one (1) year of the contract to any one (1) employee.

Where such lay-off is necessary, but does not affect all of a particular group of employees, probationary employees working in such a group shall be included among those laid off first. The Union will be provided with a list of employees on temporary lay-off.

The Company and Union may agree to increase the number of temporary lay-off days over and above those specified when business circumstances (i.e. volume requirements) warrant. It is understood that any agreement shall require the concurrence of the membership.

12.08 The Company agrees to notify the Shop Committee of a lay-off prior to the employee being notified of same. It is agreed that employees will receive five (5) working days notice of lay-off or pay in lieu thereof up to five (5) working days, and in abnormal cases where five (5) work days notice cannot be given, such as partial or complete shutdown because of events beyond the control of the Company, fair and reasonable notice or pay in lieu thereof (minimum of two (2) days) will be given, by mutual agreement of the Company and the Union. This provision does not apply in the case of temporary lay-offs.

12.09 When it is necessary to reduce the work force in any Classification the following seniority provisions are effective:

(a) Probationary employees in the affected job classifications will be laid off first (see Article 12.01).

1012
(b) Employees may elect lay-off out of the Plant. If so, employees' recall rights would be restricted to the classification from which they were laid off and classification they had previously bumped including preferred classifications.

100c
(c) Then employees with the least amount of plant-wide seniority in the classifications affected will be laid off from the classification first and may exercise bumping rights.

(d) Then employees may elect to displace the least senior employee in the preferred lateral or lower rated classification that they are qualified to perform. All classifications previously held (on other than a temporary basis) may be pre-designated as preferred classifications (see Article 12.11) for purposes of recall and lay-off. Employees who have previously held less than five

classifications may pre-designate other lateral or lower rank classifications to provide a total number of at least five preferred classifications. If an employee refuses to go to a preferred classification because of shift they will exercise seniority in Job Level 2.1 only, maintaining recall rights to their base and all preferred classifications (if previously held).

An employee who **after** being placed on one of their preferred classifications that they are qualified for and have seniority to hold, and is disqualified by the Company for inability to perform or disqualifies themselves because of inability to meet job requirements, shall then exercise their rights in another preferred classification in line with their seniority. If they are then unable to meet the job requirements in the second preferred classification they shall then exercise seniority in Job Level 2.1 only.

- (e) Employees who have insufficient seniority to bump at the time of lay-off may select preferred classifications laterally or below their present classification that they are qualified to perform for recall purposes.

12.10 When it becomes necessary to increase the work force, employees will be recalled by classifications, senior employees first and will exercise recall rights in the following manner:

- (a) Employees must accept recall to a classification previously held.
- (b) Employees who accept recall to a preferred classification must accept recall **to all** preferred classifications above current classification, or be laid-off with recall rights restricted to classification from which they were previously laid off.
- (c) Employees who reject recall to any preferred classification, the employee's recall rights will then be restricted to recall rights to classifications from which they were previously laid off.
- (d) Notwithstanding the provisions of this Article to the contrary, **an** employee shall not be recalled to a preferred classification not previously held if there is an employee with greater seniority who can qualify for the opening under the provisions of Article 12.16 (Job Posting).

12.11 In order to exercise seniority for lay-off or recall purposes, an employee is required to have such preference on file in the Human Resources

Office as of the posting of notification of reduction in force and such preference may not be changed until after the effective date of the reduction in force. The Union shall be entitled to a copy of all preference sheets and/or have the ability to print the report.

12.12 The Company may grant Leave of Absence, with accumulated seniority, without pay, to an employee for legitimate personal reasons, with special provisions, as follows:

12H3

- (a) Up to a period of one (1) year for an employee with less than three (3) years seniority.
- (b) Up to a period of two (2) years for an employee with more than three (3) years seniority.
- (c) Maternity Leave of Absence shall be granted without pay and disability benefits, beginning up to seventeen (17) weeks prior to the expected delivery date and continuing for a period up to twelve (12) months. The Company may grant additional Leave of Absence without pay and without disability benefits under the provision of paragraph (a) or (b) above upon written request by the employee. Five (5) working days' notice of intent to return to work must be given by the employee, when granted Leave of Absence in excess of two (2) months.

12F1
N17

NOTE: Where there is a related disability (See 18.01), In the event any employee feels they have been denied Leave of Absence unjustly, they may resort to the grievance procedure.

- (d) Parental Leave of Absence shall be granted without pay or disability benefits, provided a written request is submitted two (2) weeks prior to the commencement of the Leave. Such Leaves will be granted in accordance with the provisions as set forth in the Employment Standards Act of Ontario.
- (e) No leave will be granted for the purpose of alternate employment during the leave period.
- (f) For leaves two (2) weeks or less, the Company will continue benefits,

12.13 The Company will grant leave of absence without pay to not more than eight (8) employees for not more than four (4) weeks in each case for the purpose of attending to Union business or Union conventions

12H4
LT, LP

provided such leave of absence does not interfere with the Company's operation.

12.14 The Company shall grant leave of absence without pay for any employee to serve as a full time employee of the District Lodge or Grand Lodge of the International Association of Machinists and Aerospace Workers. Such employees must renew their leave of absence yearly.

12.15 In the event of any lay-off, other than temporary lay-off, elected representatives of the Union, namely, President, Vice-President, Recording Secretary, Financial Secretary and Chief Stewards shall be retained in the employ of the Company, during their current respective terms of office in the Union, notwithstanding their position on the seniority list, provided the Company has work available which they are qualified and willing to perform.

1 B2

12.16 (a) The Company agrees to post all original job vacancies plus any additional vacancies created by a subsequent promotion or transfer for two (2) working days on all shifts before filling such vacancies. No posting will be made in the case of temporary transfers of thirty (30) days or less after discussion with the Union. No temporary transfer may be extended beyond forty-five (45) days without the mutual consent of the parties. No posting will be made for Grade 2.1 except prior to the hiring of permanent full time employees.

(b) Vacancies will include; where there is a change within a classification which does not affect all employees in the said classification; such change will be job posted.

The Company and the Union agree on the need to evaluate employees' skill levels in order to determine their training needs.

For internal classification postings, the Company and the Union have agreed to mutually identify job classifications in which skill factors will be tested. The Company and the Union mutually agree to develop and coordinate tests as a means to do this. The contents of the tests must be mutually agreed to prior to any test application.

The test results will remain valid for ninety (90) days from the date the test is administered. If a vacancy for a tested position occurs within this period, the vacancy will be filled with the next successful applicant.

- (c) **An** employee who wishes to apply for any posted vacancy must submit a correctly completed application in writing to the official of the Company named in the notice and notwithstanding Article 12.02, only such applicants shall be considered for a posted vacancy.
- (d) Consideration will be given to the seniority standing, and to the qualifications (including testing if applicable), of the applicant to do the work before a new employee is hired. Experience gained in a classification because of a temporary transfer will not be used in assessing the ability factor of the applicant. Unsuccessful applicants will be advised by the Company of the reason.
- (e) On their shift, the successful applicant in the presence of the Chief Steward shall be shown and explained the various duties of the classification. The Company will provide the Chief Steward with relevant seniority standing and any available shift information to assist the applicant with their decision to let their name stand for the vacancy. The successful applicant **shall** then sign if their name is to stand for the vacancy.
- (f) An employee who is the successful applicant to a vacancy in a higher or lateral job level classification shall not be eligible to apply for any vacancy for a period of three (3) months.
 - (g) An employee who is the successful applicant to a lower job level classification or from the date the employee is withdrawn from a classification, for reasons other than a reduction in the classification, shall not be eligible to submit another application for a period of six (6) months.
- (h) An employee who is notified they are the successful applicant may decline to fill the vacancy prior to acceptance. Once the employee is placed and subsequently disqualifies themselves they will exercise their seniority in Job Level 2.I.

12.17 Seniority shall be considered in the assignment of employees to shifts. Since it is recognized that it is impossible to operate the facility with all of the senior employees on one shift, seniority cannot be the only factor in shift assignment.

802

Employees placed on a shift through posting or hire to it and who have been on the shift for six (6) consecutive months may apply for a shift transfer. Such application shall be in writing and will be considered active for six (6) months. When a vacancy (other than temporary)

occurs in a classification and there are active shift transfer applicants on file in the classification, the applicant with the greatest seniority in the classification will be given preference to transfer to the shift on which the vacancy exists. If an employee has not transferred to the shift of their choice within sixty (60) calendar days of their shift transfer request, they will exercise their seniority against the junior employee in their classification on the shift of their choice. An employee transferred under this Section may not apply for another shift transfer for one (1) year from the date of such transfer.

The requirement that an employee must be on a shift for six (6) consecutive months before applying for shift transfer shall not be applicable in the case of an employee who is transferred to another shift involuntarily as the result of reduction in force or recall. In such cases an employee will be moved to the shift of their choice as openings occur in their classification in line with their seniority.

When the Company is implementing a change in the workforce, notice of this change shall be posted for 2 working days on all shifts and employees shall be required to update or submit their shift transfer requests to Human Resources. Any requests submitted after the notice is taken down shall not be considered until after the effective date of the change in the workforce and will be processed in accordance with Article 12.17.

- 12.18 No employee may work on any shift other than the shift so assigned in line with their seniority and shift preference for a period longer than ninety (90) calendar days for the purpose of receiving training. Any extension to this time frame must be approved by mutual agreement between the Company and Union.
- 12.19 It is the employee's responsibility to keep the Human Resources Department informed of their current address and telephone number.

Layoff Procedure

- 12.20 (a) The Company will follow the provisions of the Employment Standards Act with regard to layoff, however, where practicable the Company will endeavour to give a minimum of ninety (90) days notice.
- (b) Employees with the greater seniority will be offered the opportunity to voluntarily accept layoff, as it becomes necessary to reduce the workforce in any classification and receive all applicable entitlements specified in this agreement.

The Company will cooperate in dealing with HRDC to ensure no loss of EI eligibility for layoff out of seniority.

- (c) Once notice of permanent layoff has been given in writing, an employee who has an opportunity for alternate employment prior to his/her separation date will be entitled to all applicable severance and Pension benefits specified in this agreement provided he/she gives two (2) weeks notice.

Severance Pay

- 12.21 (a) For those active employees who are not eligible for a pension "grow-in" (age plus service equals less than 55 points) at time of permanent separation;

10/31

- Each active employee will be entitled to severance pay equal to three (3) weeks of their regular pay for each year of service or part thereof. (X)

- (b) For those active employees who are not immediately eligible at time of permanent separation for an unreduced pension:

- Each active employee will be entitled to severance pay equal to two (2) weeks of their regular pay for each year of service or part thereof.

- (c) For those active employees who are immediately eligible for an unreduced pension:

- Each active employee will receive Severance pay equal to one (1) week of their regular pay for each year of service or part thereof.

- (d) The event that the plant is sold, Visteon Corporation will ensure that the following provisions shall apply to active employees:

i) Employees who transfer to any successor company shall have their severance eligibility continued consistent with Articles 12.21 (a)(b)(c) for the term of this agreement, OR

ii) Employees who transfer to any successor company can elect to waive their severance eligibility consistent with Articles 12.21 (a)(b)(c) and receive a lump sum payment of \$10,000 within an eighteen (18) month period following their transfer to the successor company, but not to exceed the term of this agreement.

- (e) Employees on Leave of Absence will be paid their severance entitlement in accordance with their last day worked.
- (9) In the event of the death of an employee prior to their separation date, their severance will be paid to their estate beneficiary as identified on their life insurance policy.
- (g) Employees on A & S, LTD, WSIB or Maternity Leave will receive their severance when they reach permanent lay-off in line with their seniority. Note, the Company will endeavour to have employees who are receiving A & S, LTD, WSIB or Maternity Leave benefits receive their severance pay when they are no longer eligible for these benefits, providing that the Federal and Provincial tax laws and regulations of the Labour Relations Act and Employee Standards Act allows it.

Note: Employees "regular pay" will be based on their current classification, but no less than the classification held on the date of the plant closure announcement

Adjustment Committee

- 12.22
- (a) The Company will agree to set-up an Adjustment Committee.
 - (b) The Company will contribute up to \$250,000 to fund the Adjustment Committee.
 - (c) **An** Adjustment committee will be formed with the appropriate Ministry, and shall be comprised of 3 Union and 3 Company representatives. Such Committee will be created as soon as practicable.
 - (c) The Company will provide an office and equipment onsite as long as the facility remains open for the Adjustment Committee use.
 - (e) In addition the Company will use its best efforts and business contacts to attempt to secure employment with other employers for all employees who wish to be re-employed. Opportunities which are identified, will be disclosed to the joint committee in order that it may act expeditiously to have the jobs filled by Visteon employees.

6 E 5

10 K

Employees will be granted time off without pay to attend job interviews. A prior notice of (24) twenty-four hours must be

given to the Company. Time off must be mutually agreed to by the Team Coordinator and the employee.

Tuition and Retraining Expenses

12.23
7A11P
7B

The Company will combine \$1,500.00 for tuition refund and \$500.00 for retraining expenses. The Company will reimburse an active employee up to \$2,000.00 toward the cost of retraining (following the guidelines of the Sectoral Funding Programme). Payment will be made upon proof of payment and completion.

POSTING NOTICES

13.01 The Union shall have the privilege of having its notices which have been approved by the Company, posted at specified places on the Company's premises. The Company shall supply four (4) bulletin boards for that purpose.

HOURS OF WORK

14.01 The normal hours of work shall be forty (40) per week, being eight (8) hours per day Monday to Friday inclusive, except as defined in Appendix F, 'Alternate Work Schedules'. Until further notice, the lunch period shall be unpaid and shall be one-half (1/2) hour in duration except as otherwise provided in this Section for three shift operations.

8A2
40
8A2
5

Unless otherwise changed by mutual consent: The normal starting time of the day shift shall be 7:00 a.m. and the quitting time 3:30 p.m. The normal starting time of the afternoon shift will be 4:00 p.m. The starting time of the midnight shift will be between 11:00 p.m. and 12:30 a.m. On three shift operations where overlapping of employees is not feasible the shift starting times will be 7:00 a.m. on the day shift, 3:00 p.m. on the afternoon shift and 11:00 p.m. on the midnight shift.

8CS

On three shift operations, where overlapping of shifts is not feasible employees on such operations will be provided a one-half (1/2) hour paid lunch period.

14.02 A separately calculated amount of one dollar (\$1.25) shall be paid for all hours worked on the first shift (midnights) and on the third shift (afternoons), and on the 'alternate shift' described in Appendix F.

11C1,2
1.25R

14.03 The Company does not guarantee to provide employment or work normal hours or for any other hours.

901
40

14.04 Time and one-half will be paid for time worked over eight (8) hours per day, except as described in Appendix F. Double time will be paid for time worked over twelve hours per day. For the purposes of computing daily overtime a day shall be deemed to commence with the starting time of an employee's shift and end twenty-four (24) hours thereafter, except as described in Appendix F.

14.05
903
50

(a) An Employee who is required to work on a Saturday which is not part of a regular weekly schedule of hours shall be paid for the first five (5) hours worked on such a day at the rate of time and one-half (1 1/2). Work in excess of five (5) hours shall be paid for at the rate of double time.

(b) If a Saturday is worked in lieu of a normal work day, then such Saturday becomes a normal work day at straight time. In the event that work is required on the day for which the Saturday has been worked, hours worked on this day will be paid for as per 14.05 (a), except as described in Appendix F.

(c) When a Saturday is a statutory holiday and an alternate day is declared in lieu of the Saturday holiday, then such Saturday will become a normal Saturday paid for as per 14.05 (a) and the declared day becomes the official statutory holiday.

14.06
904,5
00

An employee who is required to work on a Sunday, which is not part of a regular weekly schedule of hours, or on a day that is recognized by the Company as a statutory holiday shall be paid for all hours worked on such days at double time in addition to any holiday pay which they may otherwise be entitled to, except as described in Appendix F.

14.07 An overtime premium paid for any hour excludes that hour from consideration for overtime premium on any other basis, thus eliminating the pyramiding of overtime premium.

14.08
1101
40

A minimum of four (4) hour's pay at basic straight time hourly rates shall be paid to an employee who reports for work at the beginning of a normal work shift, whether or not work is made available, unless the circumstances are beyond the Company's control, including such circumstances as fires, breakdown, or power failure, except as defined in Appendix F.

14.09 **An employee who is called back to work** where no previous arrangements for overtime were made, after they have left the premises on a normal working day, or when called on a Saturday, Sunday, which is not part of a regular weekly schedule of hours, or holiday, without previous notice, shall receive a minimum of four (4) hours pay at the appropriate overtime rate.

14.10 **When an employee is required to work overtime in excess of two (2) hours in any one day immediately after completion of their shift without prior notice, a meal ticket of seven dollars (\$7.00) shall be provided.**

9D

NOTE: An employee shall be deemed to have received "Prior Notice" if notified prior to the end of the last hour worked on the previous day.

14.11(a)

- (i) Within the defined overtime sharing group overtime shall be equitably distributed amongst the employees within the shift, within the classification and as is practicable between the shifts. Defined groups shall be determined and agreed upon and shall remain fixed except in the case of new products, launches, or significant changes in operations. (See Appendix H for an example of overtime groups).
 - (ii) Employees shall not be entitled to more hours of overtime than the length of the scheduled overtime shift.
- (b) The Company will distribute overtime among shifts to the extent practicable.
 - (c) Overtime records for each defined group shall be maintained and made available for inspection by employees in the defined group. The Union will be provided with a copy of a plant-wide overtime report on a weekly basis.
 - (d) The Shop Steward and Supervisor will review the defined group's overtime records on a weekly basis.
 - (e) Overtime hours made available whether worked or declined, will be recorded as follows:
 - (i) Overtime for which time and one-half is payable shall be recorded at one and one-half times the number of hours made available.

- (ii) Overtime for which double time is payable shall be recorded at two times the number of hours made available.
- (f) An employee not at work for any reason when overtime is made available shall have the time charged as though worked, excluding instances when an employee has not been asked to work overtime and additional overtime is made available either on or after the shift.
- (g) A new hire, rehire or reinstated employee, or an employee transferred to another group will assume hours equal to the average hours within their classification, within their shift, within their overtime sharing group. However, an employee moving to another shift within the same overtime sharing group shall carry their current accumulated overtime hours with them.
- (h) An employee will be charged for overtime hours worked in another group.
- (i) At the beginning of each calendar year, overtime hours charged to employees shall be balanced to zero, that is, the same classification and group shall have their hours reduced so that the same balance of hours between the lowest and highest hourly employee is maintained.
- (j) Should the Union allege that there has not been a fair and equitable distribution of overtime among employees within their defined group, and such allegation is substantiated, the Company shall have sixty (60) days to remedy the matter by providing make-up opportunities (providing overtime is available). Should the Company fail to do so, the Union may pursue the matter in the grievance procedure.
- (k) When the employees' job duties have been modified to conform with temporary or permanent restriction(s), the employees assigned to such job duties will only be able to work overtime on the job(s) they have received medical clearance to perform as long as that medical clearance provides for at least a normal work week (40 hours) in accordance with article 14.01.

Where such employees perform a modified job(s) within their normal job classification to conform with temporary or permanent restriction(s), such employees shall be entitled to

overtime equalization within the job classification and sharing group of the job(s) they are performing in accordance with Article 14.11 (a), provided that the job(s) they perform during their regular shift will be performed on overtime.

Where such employees perform a modified job(s) in a classification outside of their normal job classification to conform with temporary or permanent restriction(s), such employees shall be entitled to overtime equalization within the job classification and sharing group of the job(s) they are performing in accordance with Article 14.11 (a), provided that the job(s) they perform during their regular shift will be performed on overtime.

When the employees resume their normal job without modifications, such employees will assume the average hours of their overtime sharing group in accordance with Article 14.11 (g). Employees performing modified jobs shall not be considered "the employee with the lowest hours" for the purposes of Article 14.11(i). The employees performing modified duties with fewer overtime hours charged than "the employee with the lowest hours" for the purposes of Article 14.11(i) shall also have their hours revert to zero. The hours of employees performing modified duties shall not be included in determining the average hours of an overtime sharing group for the purposes of Article 14.11 (g). The Company shall attempt to remedy an inequitable distribution of overtime to employees performing modified jobs by continuing to offer available overtime opportunities to the employees performing modified jobs in accordance with Article 14.11 (k). The time limit and the Union's right to pursue the matter of remedy in the grievance procedure under Article 14.11 (j) are not applicable in respect of a claim of inequitable distribution of overtime in respect of employees performing modified work as compared to employees performing jobs without modifications where the inequitable distribution of overtime arises from the application of Article 14.11 (k).

- (l) in cases where there are both Saturday and Sunday overtime scheduled, and an employee is unable to work one of the days, the employee shall be entitled to work on the remaining day.

SPECIAL ALLOWANCES

- 15.01 There shall be two (2) ten minute rest periods during each working day being one (1) in the forenoon and one (1) in the afternoon. An additional ten (10) minute rest period will be granted at the end of a normal work shift when overtime to be worked is two (2) hours. Further breaks of ten (10) minutes will be granted at two (2) hour intervals.

Jury Duty / Crown Witness / Citizenship

- 15.02 The Company will pay to an employee who is called for Jury Duty or as a Crown Witness and is notified subsequent to employment, the difference between payment received for such Jury Duty or Crown Witness and the payment they would have received for a normal straight time eight (8) hour shift. The Company will make differential payment only on documentary proof of call to and/or performance of Jury Duty and Crown Witness and the payment received. An employee working on the afternoon or midnight shift will not be required to work any part of their shift if they are called for Jury Duty or as a Crown Witness during the day shift.

On a one-time basis, the Company will pay an employee up to four (4) hours at basic straight time hourly rate of pay for the purpose of obtaining Citizenship papers with provision of documentary proof.

Bereavement Compensation:

- 12d3
3P
- 15.03 The Company will grant an employee three (3) days leave of absence with pay at basic straight time hourly rates for time lost to make arrangements and/or attend the funeral of wife, husband, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, son-in-law, daughter-in-law and grandchildren.

Voluntary Reserve Military Leave:

- 15.04 The Company will pay to an employee who volunteers for Military Leave with the Canadian Armed Forces Reserve, the difference between payment received for such Military Leave and the payment they would have received for normal straight time hours they were required to miss from a regular work schedule, up to a maximum of

three (3) weeks in any twelve (12) month period. The Company will make payment on the documentary proof of the payment received for such Voluntary Military Leave.

PAID HOLIDAYS

16.01 The following holidays will be recognized by the Company:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Four (4) Days "Floater"
Civic Holiday	

12A
1470

The days "Floater" will be scheduled in a manner that provides an unbroken Christmas Holiday period between Christmas and New Years Day.

If however all four 4 floaters are not required in any given year to provide an unbroken Christmas period, the unused floaters will be designated to be taken over the life of the agreement on dates specified by mutual agreement

The days "Floater" for the year 2001 are December 24, 27, 28, 31; for the year 2002 are December 23, 24, 27, 30, 31; for the year 2003 are December 24, 29, 30, 31; January 02, 2004

The days "Floater" for the Monday-Friday shifts for the year:

- 2001 are December 24, 27, 28, 31. (Total 4)
- 2002 are December 23, 24, 27, 30, 31. (Total 5)
- 2003 are December 24, 29, 30, 31 and January 2, 2004. (Total 5)

The days "Floater" for the AWS Friday shifts for the year:

- 2001 are December 28, December 29 (counts as 2 floaters), December 30 (counts as 2 floaters). (Total 5)
- 2002 are December 27, December 29 (counts as 2 floaters). (Total 3)
- 2003 are December 11, December 27, December 28 (counts as 2 floaters). (Total 4)

The days "Floater" for the AWS Monday shifts for the year:

- 2001 are December 24, December 29 (counts as 2 floaters), December 30 (counts as 2 floaters). (Total 5)
- 2002 are December 23, December 29 (counts as 2 floaters). (Total 3)

- 2003 are December 22, December 28 (counts as 2 floating) and January 5, 2004. (Total 4)

- 16.02 The Company will pay an employee, if they have worked on the shift immediately preceding and the shift immediately following the holiday, for the number of normal shift hours ordinarily worked on the day the holiday is observed at the employee's basic straight time hourly rate of pay. When a statutory holiday falls on a Saturday or Sunday the Company will authorize the Friday preceding or the Monday after, as a non-working day, except as described in Appendix F.
- 16.03 In the event that a paid holiday occurs during an employee's vacation period, they shall be paid for the holiday in addition to vacation pay, provided they have worked on the shift immediately preceding and on the shift immediately following vacation. The day for the holiday must be taken immediately prior to or following the vacation period.
- 16.04 Proven illness or approved leave of absence will be accepted as legitimate reason for absence prior to a paid holiday provided that the employee is at work one (1) day within a range of twenty-two (22) working days of the declared holiday.
- It is expressly understood that an employee who qualifies for holiday pay shall not be eligible for Accident and Sickness payment for the day(s) that are paid as holidays.
- 16.05 An employee being terminated for any reason other than quit or discharge, will be paid for a holiday that immediately follows the last day worked.

VACATIONS

- 17.01 For the purposes of calculating vacations, the fiscal year shall be the first working day following July 1st of any year, to June 30th of the following year.
- 17.02 An employee with less than twelve (12) month's service at June 30th, shall receive 4% of total earnings during the preceding twelve (12) months.
- 17.03 Employees who have completed one (1) or more years of continuous employment with the Company on June 30th of any year shall be entitled to two (2) weeks vacation with pay equal to eighty (80) hours

12/24/11

at the employee's basic straight time hourly rate of pay, or four percent (4%) of their respective total earnings, whichever is greater.

17.04 Employees who have completed five (5) or more years of continuous employment with the Company, on or before December 31st of that year, shall be entitled to three (3) weeks' pay (one hundred and twenty (120) hours) at the employee's basic straight time hourly rate of pay.

17.05 Employees who have completed ~~ten~~ (10) years of continuous employment with the Company on or before December 31st of that year, shall be entitled to four (4) weeks' pay (one hundred and sixty (160) hours) at the employee's basic straight time hourly rate of pay.

17.06 Employees who have completed twenty (20) years of continuous employment with the Company on or before December 31st of that year, shall be entitled to five (5) weeks' pay (two hundred (200) hours) at the employee's basic straight time hourly rate of pay.

17.07 Vacation entitlement must be taken within ~~the~~ current vacation period (as defined in 17.01).

17.08 Vacation pay to which an employee is entitled under the provisions of this agreement shall be paid prior to the employees' duly authorized vacation provided that the Company has been notified of such vacation at least one week in advance. Vacation pay shall be based on the employee's basic straight hourly rate of pay in effect at the time the vacation is taken. In the case of an employee not actively at work but eligible for vacation payment, such payment shall be based on the employee's basic straight time hourly rate in effect on the employee's last day worked.

17.09 The Company recognizes the desire of its employees to have a vacation shutdown period ~~as~~ opposed to a staggered vacation schedule. If a vacation shutdown period is scheduled it will be between the first week in July and the last week in August. The Union will be notified of the Company's plans prior to any vacation shutdown notice. Such notice shall be posted by March 1st.

17.10 In the event an employee is permanently laid off prior to the use of a floater day(s), the Company will grant up to two (2) additional vacation days in lieu of floaters to those employees per the following schedule:

- Employees permanently laid off prior to December 23, 2002 = two (2) vacation days
- Employees permanently laid off prior to December 24, 2003 = one (1) vacation day

The Company will make every effort to complete the scheduling of employee's vacations by April 1st.

HEALTH AND WELFARE

18.01 The Company will provide a Health and Welfare program which will include:

OHIP for Employees and Dependents - Company Paid.

Group Major Medical Insurance - Company paid for employees and dependents under 21 years of age or under 25 years of age, provided they are a full-time student.

13A6
13A7
13A1

Weekly Indemnity -As per Appendix "B".

Long Term Disability -As per Appendix "B"

Life Insurance -As per Appendix "B".

For an outline of coverages for Major Medical, see Appendix "C".

Weekly Indemnity Coverage to include Miscarriage and Tubal Ligation, and Pregnancy related disabilities.

For an outline of Visteon Canada Inc., Retirement Plan, see Appendix "D".

The Company will continue the life insurance policy in effect with the carrier for all active employees until their permanent separation date.

WAGE RATES AND JOB CLASSIFICATIONS

19.01 The job classifications and hourly wage rates applicable thereto shall be as set forth in Appendix "A" which is attached hereto and forms a part of this Collective Agreement.

19.02

11B1

Cost of Living Adjustment based on the Consumer Price Index (Canada) 1961 = 100, as published by Statistics Canada will be made effective for employees in the Bargaining Unit on the dates indicated for the following two measurement periods; and using the formula as described for each period. As of May 24, 1976, based on the change in the Index from May, 1975 to April, 1976, the wage adjustment will be based on one cent for each .45 change in the index but in no event will the adjustment be more than nor less than .20 cents.

The Cost of Living Allowance will be calculated by multiplying the allowance by the number of hours worked and will be included in the calculation for overtime premium, vacation pay, paid holidays, and other paid absences in accordance with the applicable sections of the Agreement.

NOTE The above Cost of Living clause will remain as part of the current Collective Agreement, with no credits for the duration of this Agreement.

19.03

6D2

Should the Company establish a new job classification as the result of new work requirements or substantial changes in the job content of existing classification the union will be notified in writing. Should the union disagree with the job classification assigned by the Company, a work assignment review may be requested. If the Company and Union representatives on the review committee are unable to reach an agreement within thirty (30) working days, the matter may be submitted to the third step of the Grievance Procedure.

Prior to the grievance being submitted to arbitration, the Human Resources Manager and the Business Representative shall meet in the fourth step and clearly define the nature and scope of the work under dispute. The Board of Arbitration shall have the authority to decide the following:

1. Whether the changes in the duties and responsibilities of the work under protest warrant a change in job classification.
2. If a change in job classification is warranted, the Board of Arbitration will determine whether the work falls within an existing classification.



3. If the work does not fall within an existing classification, work will be designated within the existing job rate levels.

NOTE: It is understood that the request for work assignment review will constitute the date from which any wage adjustments will be effective.

19.04 The starting rate for all newly hired employees shall be 95% of the job rate. An employee shall have their rate increased to 96% of the job rate after 2 months of employment, 98% after 5 months of employment, and to 100% of the job rate after X months of employment.

19.05 Base wage rates will be frozen at the 2000 level.

19.06 Customer Protection Plan

Effective January 13, 2001, all active employees will receive a five (5)% lump sum, in addition to their base wage, payable on a quarterly basis, providing that quality and deliverable metrics are met on a monthly basis. Reference Appendix "A" for appropriate hourly rates.

- o Customer Protection Plan is based on the plant meeting performance metrics, which will be based on quality and on time delivery.

19.07 Upon ratification of the current collective agreement, all active employees will receive a signing bonus of four hundred (\$400).

19.08 The Company will provide each employee with a computer package as announced, following the Employee Connectivity guidelines.

DURATION OF AGREEMENT:

20.01 This Collective Agreement becomes effective the 13th day of January, 2001 and shall continue in effect ~~until the 9th day of January, 2004, and~~ shall thereafter continue from year to year unless either party gives notice in writing of its intention to terminate this Agreement or to enter into negotiations for the purpose of amending this Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement this 15th day of March, 2001.

FOR THE COMPANY

S.P. BARNEY

P. TUCKER

P.J. BAUER

T. GORES

N. DILISO

P.R. AUDET

B. Y. TOYONAGA

M. LEWANDOWSKI

FOR THE UNION

R. REYNOLDS

L. FAKALIS

J. O'CONNELL

E. BESS

R. TONN

W. LOCKHART

J. FIORE

C. CHERRY

P. MITCHELL

APPENDIX "A":
JOB CLASSIFICATIONS APPLIED TO JOB LEVELS

<u>JOB LEVEL</u>	<u>JOB CLASSIFICATIONS</u>
2.1	ASSEMBLER/INSPECTOR
5.1	JANITOR / MATRON
7.2	MACHINE OPERATOR I
7.3	LABOURER
10.1	MATERIAL HANDLER
12.5	UTILITY
14.1	INSPECTOR, GRADE I
14.2	MACHINE OPERATOR II
14.3	REPAIRER
14.4	STOCKKEEPER/RECEIVER/SHIPPER
14.5	PRODUCT AREA STATISTICIAN
14.6	TRAINER, GRADE I
15.1	MECHANICAL MAINTENANCE
15.2	FACILITY MAINTENANCE
15.3	TOOL CRIB ATTENDANT
16.1	INSPECTOR, GRADE II
16.2	TRAINER, GRADE II
17.1	TROUBLE SHOOTER
18.1	TEST EQUIPMENT TECHNICIAN,
18.2	TRAINING GRADE I
19.2	TEST EQUIPMENT TECHNICIAN,
19.3	TRAINING GRADE II
19.3	MQS LAB TECHNICIAN
20.0	APPRENTICE
20.1	TOOL MAKER/MACHINIST
20.2	ELECTRICIAN
<u>20.3</u>	<u>TEST EQUIPMENT TECHNICIAN</u>
20.5	<u>LIFT TRUCK MECHANIC</u>
20.6	PLUMBER
<u>20.7</u>	<u>INDUSTRIAL MECHANIC</u>

GROUP LEADERS: 25 cents per hour above employee's current level of pay.

UNION OFFICERS: The President, Teams Co-Chair, Health & Safety Representative, Benefits Representative will be paid at the 19 Job Level Rate for as long as they hold the position.

APPENDIX "A"
 (CONTINUED)
 MAXIMUM JOB LEVEL RATE SCHEDULE
 EFFECTIVE JANUARY 13, 2001

Job Level	2001 – 2003	C.P.P. Bonus Rate ^a
2	\$18.99	\$0.95
5	\$19.63	\$0.98
7	\$20.19	\$1.01
10	\$21.63	\$1.08
12	\$21.57	\$1.0X
14	\$22.57	\$1.13
15	\$22.88	\$1.14
16	\$23.48	\$1.17
17	\$24.46	\$1.22
18	\$24.61	\$1.23
19	\$25.19	\$1.26
20	\$28.08	\$1.40

Note: See Appendix "G" for the Apprentice Rates.

^aCustomer Protection Plan:

Customer Protection Plan (C.P.P.) will be payable on a quarterly basis beginning January 13, 2001 and continuing until an employees permanent separation, for all hours paid, providing that plant wide quality and delivery metrics are met on a monthly basis.

APPENDIX "B"
LIFE INSURANCE AND ACCIDENTAL
DEATH AND DISMEMBERMENT COVERAGE

13A1/100
Comp

Company paid life insurance of \$50,000 for regular full-time employees.
The Company will continue the life insurance policy in effect with the carrier for all active employees until their permanent separation date.

Retirees presently covered under letter #7 of the Collective Agreement will continue to have their life insurance plan paid by the Company until plant closure. Following plant closure, a full life insurance policy will be purchased on behalf of these employees that will cover them at the same level of insurance as defined in letter #7.

Company paid accidental death and dismemberment insurance of \$50,000 for regular full-time employees.

The Company will establish an employee paid optional life insurance plan up to a maximum of \$100,000. (Details below.)

Weekly Accident and Sickness Duration:

Payment for first (1st) day accident or hospitalization, or medically necessary day surgery (excludes elective surgery).

Payment from fourth (4th) day Sickness (twenty-fifth (25th) regularly scheduled paid hour for AWS employees) on the condition that the employee has seen their treating physician by the fourth day of sickness (twenty-fifth (25th) regularly scheduled paid hour for AWS employees), and that physician has completed the required application forms for A & S benefits per the Maritime Life Group policy in effect.

Thirty-nine (39) weeks duration for each separate disability.

Employees working on the 'alternate shift' described in Appendix F shall have Maritime Life eligibility calculated in accordance with Appendix F, section 3 (Hours Paid).

Amount of Payments:

For the duration of this agreement, the Company will maintain the level of payments equal to 60% of weekly earnings (base rate multiplied by 40 hours).

Long Term Disability Plan:

Eligibility-Begins after the expiration of Accident and Sickness Benefits and during a continuous period of disability when an employee is totally disabled and therefore, unable to be gainfully employed by reason of the disability.

- Benefit - The benefit is equivalent to 60% of base wage on last day worked when integrated with Canada Pension Benefits and Workers Compensation Benefits.
- Maximum benefit cannot exceed 60% of base wage, including benefits from other Company-sponsored plans, Canada Pension **Plan** and Workers' Compensation.
- Notes: Long Term Disability Benefits to an eligible applicant shall be for the period commencing on the exhaustion of A & S and not beyond the earlier of:
- Equal to length of Company seniority on the last day worked (less the duration of A & S benefits).
 - Eligibility to Company Retirement Plan benefits.

EMPLOYEE OPTIONAL GROUP LIFE INSURANCE

- Optional Life premiums are payroll deductible.
- Employees can choose coverage in units of \$10,000 up to a maximum of \$100,000.
Employees may select coverage for their spouse and children at \$10,000 for spouse and \$5,000 for each child.
- Employees are eligible to apply for coverage to be effective at the time coverage for Company paid life insurance begins.
- Employees must complete application and insurance company may deny coverage.
- Coverage terminates at age 65 or at retirement or other termination of employment, whichever is earlier.
- Conversion to an individual policy may be made upon termination earlier than age 65.
- Changes to the Employee Optional Group Life Insurance Plan referenced above shall become effective July 1, 1995.

APPENDIX "C"
HEALTH AND WELFARE
PROGRAM COVERAGE

Major Medical:

The following benefits will be Company paid for employees and dependents:

13A3
100

- Fees of a Registered Graduate Nurse.
- Professional Ambulance service.
- Semi-Private Hospital Room.
- All other medical expenses incurred as a result of accident or sickness and ordered by a legally qualified physician which is not covered under O.H.I.P.

Employees and dependents will be provided with a direct pay drug card with a \$1.00 employee co-payment:

13A4
100

- Coverage includes Prescribed Drugs and medical supplies, except for preventative medicines, and drugs and medical supplies available "over the counter" without a prescription (see Notes).
- The program is expected to be implemented by March 1, 1998.
- The lifetime maximum for eligible members is \$250,000.

NOTES:

13A5/100
13A8/100

The Major Medical Insurance coverage includes prescribed Birth Control Pills.

Major medical benefits including vision care, prescription drugs, dental benefits shall continue for current retirees, their spouse, and dependents until the Company retiree reaches age 65. Employees retiring before or at time of plant closure with 25 years of service or more and age 55 or more will also have these benefits provided for themselves, their spouse, and dependents, until the employee reaches age 65. The Company will request the Insurance Carrier to periodically inform retirees of reasonable and customary charges.

E.A.P., Major Medical, Vision Care and Dental benefits for all active employees and dependants will continue for a period of six (6) months, past the employee's permanent separation date.

Dental Plan:

The Company will provide a dental plan equivalent to the Ontario Blue Cross Plan No. 7 plus Riders No. 1, 2 and 4 (1980) for employees and dependents under 21 years of age or under 25 years of age, provided they are a full-time student, with a \$1,600 annual maximum benefit per individual.

Benefits are based on the 2001 Ontario Dental Association Schedule of Fees.

In the second year of the contract, benefits will be based on the 2002 O.D.A. Schedule of Fees.

In the third year of the contract, benefits will be based **on** the 2003 O.D.A. Schedule of Fees.

The Company will provide **pit** and fissure sealant up to the age of sixteen (16).

Orthodontic Care:

Orthodontic Care benefits will be provided to a ~~\$1,600~~ lifetime maximum for eligible members under 21 years of age or under 25 years of age, provided they are a full-time student.

Coverage for eligible members includes:

Orthodontic treatment started before the patient's 21st birthday.

A treatment plan past the patient's 21st birthday if **the** continuing treatment is started before age 21 and the patient continues to be eligible for the Dental Plan.

- Treatment of otherwise healthy teeth **required** because of accidental injury or other medical reasons (as opposed to cosmetic reasons), as prescribed by a **physician** or dentist will be covered regardless of the eligible patient's age.

APPENDIX "D-1"

VISTEON CANADA INC. RETIREMENT PLAN

Effective January 13, 2001 the Company agrees to amend the Defined Benefit Pension Plan to give effect to this agreement, pursuant and subject to the approval of the Financial Services Commission of Ontario and the Canada Customs and Revenue Agency. All pension eligible employees as of January 13, 2001 will receive the benefits described herein. The Plan shall continue and employees shall accrue service provided Visteon continues to operate, whether in whole or in part. Upon discontinuation of all operations, the Plan shall be wound up and all employees whose employment has been terminated from and after January 13, 2001 shall be included in the windup. Notwithstanding the foregoing, in the event that Visteon continues to operate after January 13, 2003, the Company shall conduct a partial windup of the Plan at the Union's request in respect of all employees whose employment has been terminated from and after January 13, 2001.

The Plan shall be in accordance with the requirements of the Pension Benefits Act (Ontario) and the Income Tax Act. The amendment incorporating these negotiated changes will utilize the definitions contained in the current plan text. The amendments of the Plan text shall be subject to approval by the Union.

The Pension Plan will become effective on the 1st day of January 1998 and shall continue until the 9th day of January 2004, and shall thereafter continue from year to year unless either party gives written notice of its intention to terminate the Pension Agreement or to enter into negotiations for the purpose of amending this Pension Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any yearly date of termination.

DEFINED BENEFIT PENSION PLAN FOR FUTURE SERVICE

- Monthly Basic Benefit for each year of credited future service, on or after January 1, 1998, under the terms and conditions of the Plan, shall be calculated, at the time of retirement, subject to the Plan's early retirement features, as follows:

13d1.4

	1998	2000	2002
Group A <i>ai</i>	\$33. ⁰⁰	\$34. ⁰⁰	\$35. ⁰⁰
Group B <i>bi</i>	\$34. ⁰⁰	\$35. ⁰⁰	\$36. ⁰⁰
Group C <i>ci</i>	\$35. ⁰⁰	\$36. ⁰⁰	\$37.5 ⁰⁰
Group D <i>di</i>	\$38. ⁰⁰	\$39.5 ⁰⁰	\$42. ⁰⁰

13 Feb. 4

13 Feb. 3.1

- Bridge Benefit of \$430.00 (calculated at \$17.20 per month for each year of service up to a maximum of 25 years of service) a month will be payable to an employee who elects to retire on or after their fifty-fifth (55) birthday but prior to their sixty-fifth (65) birthday. Such benefits will be paid until the retiree reaches their sixty-fifth (65) birthday or until death, whichever occurs first to a maximum of sixty (60) months.
- Monthly Benefit Minimum as described in the table below will be payable to an employee who elects to retire after their fifty-fifth (55) birthday provided such employee has attained at least twenty-five (25) years of Company service at the time of retirement or the age of sixty-five (65) with ten (10) years of Company service. Employees who attain the age of sixty-five (65) and elect to retire with more than ten (10), but less than twenty-five (25), years of Company service shall be eligible for a Monthly Benefit Minimum which is reduced by 1/300th for each month of Company service less than twenty-five (25) years of Company service.
- Employees who attain the age of fifty-five (55) and elect to retire, with less than twenty-five (25) years of Company service shall be eligible for a Monthly Benefit Minimum which is reduced by 1/300th for each month of Company service less than twenty-five (25) years of Company service.

Monthly Minimum

Group A <i>af</i>	\$1025. ⁰⁰
Group B <i>bv</i>	\$1050. ⁰⁰
Group C <i>cf</i>	\$1075. ⁰⁰
Group D <i>df</i>	\$1100. ⁰⁰

13E1.1 The actual amount of the Monthly Benefit Minimum will be determined by calculating the total of all previous pension retirement plans that the parties have previously participated in and from which the retiree will receive a pension. The calculation method to be used is as follows:

- I) Final Defined Monthly Benefit amount from the pre-1990 pension plan(s)
- II) Establish monthly annuity payable from the Member's Required Account Balance and the Corporation Contribution Account Balance at the time of application for retirement. The Administrator of the plan will determine the account balance in the retiring employee's

Defined Contribution Plan and obtain annuity quotes payable in normal form from six (6) financial institutions and determine the amount to be the highest annuity offered.

- III) Final Defined Monthly Benefit amount from the present Plan.
- IV) The Administrator will then add the monthly amount of I + II + III to determine the Actual Monthly Benefit. If the Actual Monthly Benefit exceeds the Monthly Benefit Minimum, no further adjustments will be made. If, however, the sum is less than the Monthly Benefit Minimum, the Administrator will establish the life time Residual Supplement in accordance with the terms and conditions of the plan to be paid by subtracting the Actual Monthly Benefit amount from the Monthly Benefit Minimum.

This description is a brief outline of the Plan and is for general information. It does not constitute a waiver of any of the terms or conditions, amendments or supplements thereto. In all cases, the terms and conditions, and provisions of the Plan shall govern.

NOTES:

- a/ Group A includes Job Levels 2 through 5.
- b/ Group B includes Job Levels 7 through 12.
- c/ Group C includes Job Levels 14 through 19.
- d/ Group D includes Job Level 20.

APPENDIX "D-II"
VISTEON CANADA INC. RETIREMENT PLAN

This Appendix "D-II" shall become effective upon the sale or other disposition of all or part of the business of Visteon, and shall apply to any employee who becomes employed by a company who is a successor to all or part of the business of Visteon (ie. who is a successor employer under the *Labour Relations Act, 1995*). Section 80 of the *Pension Benefits Act, R.S.O. 1990, c. P-8*, as it was on January 13, 2001, shall govern the application of service under this Plan.

The Company (which is the successor company) shall establish a Defined Benefit Pension Plan for employees immediately upon the sale or other disposition of all or part of the business of Visteon and which Plan shall provide at least the benefits described herein, all pursuant and subject to the approval of Financial Services Commission of Ontario.

The Plan shall be in accordance with the requirements of the Pension Benefits Act (Ontario) and the Income Tax Act.

The Pension Plan will become effective on the effective date of the sale or other disposition of all or part of the business of Visteon, and shall continue until the 9th day of January 2004, and shall thereafter continue from year to year unless either party gives written notice of its intention to terminate the Pension Agreement or to enter into negotiations for the purpose of amending this Pension Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any yearly date of termination.

DEFINED BENEFIT PENSION PLAN FOR FUTURE SERVICE

- Monthly Basic Benefit for each year of credited future service, on or after the effective date of the implementation of this pension plan under the terms and conditions of the Plan, shall be calculated, at the time of retirement, as follows:

	2000	2002	2004
Group A <i>a/</i>	\$34. ^{**}	\$35. ^{***}	\$35. ⁰⁰
Group B <i>b/</i>	\$35. ^{***}	\$36. ^{**}	\$36. ^{**}
Group C <i>c/</i>	\$36. ^{**}	\$37. ⁵⁰	\$37. ⁵⁰
Group D <i>d/</i>	\$39. ⁵⁰	\$42. ^{***}	\$42. ^{**}

- Bridge Benefit of \$405.⁹⁹ (calculated at \$13,50 per month for 30 ye. .f service on or after implementation date of this plan) a month will be payable to an employee who elects to retire on or after their sixtieth (60) birthday but prior to their sixty-fifth (65) birthday, provided such employee has attained at least 30 years of Company service at the time of retirement. Such benefits will be paid until the retiree reaches their sixty-fifth (65) birthday or until death, whichever occurs first.
- Monthly Benefit Minimum of \$1,000.⁰⁰ (calculated at \$33.34 per month for 30 years of service on or after implementation date of this plan) per month will be payable to an employee who elects to retire after their sixtieth (60) birthday provided such employee has attained at least thirty (30) years of Company service at the time of retirement or the age of sixty-five (65) with ten (10) years of Company service. Employees who attain the age of sixty-five (65) and elect to retire with more than ten (10), but less than thirty (30), years of Company service shall be eligible for a Monthly Benefit Minimum which is reduced by 1/360⁰¹ for each month of Company service less than thirty (30) years of Company service. The calculation method to be used is as follows:
 - I) Final Defined Monthly Benefit amount from the present Plan.
 - II) If the Actual Monthly Benefit as defined in I exceeds the Monthly Benefit Minimum, no further adjustments will be made. If, however, the sum is less than the Monthly Benefit Minimum, the Administrator will establish the life time Residual Supplement in accordance with the terms and conditions of the plan to be paid by subtracting the Actual Monthly Benefit amount from the Monthly Benefit Minimum.

Special Minimum Pension for Retirements Between
January 1, 1998 and January 9, 2004-Temporary Feature

Notwithstanding the above, the monthly Minimum Pension for a Member who has attained age 60 and has completed at least 25 years of Continuous Service and retires from the active service of the Corporation on or after January 1, 1998 but prior to January 9, 2004, is \$40.00 multiplied by the Member's Minimum Benefit Service to a maximum of 25 years.

This description is a brief outline of the Plan and is for general information. It does not constitute a waiver of any of the terms or conditions, amendments or

supplements thereto. In all cases, the terms and conditions, and provisions of the Plan shall govern.

NOTES:

- a/ Group A includes Job Levels 2 through 5.
- b/ Group B includes Job Levels 7 through 12.
- c/ Group C includes Job Levels 14 through 19.
- d/ Group D includes Job Level 20.

APPENDIX "E"
JOINT STEERING COMMITTEE

In order to enhance Markham's competitive position within the worldwide electronics industry, the parties agree to establish a Joint Steering Committee (JSC) for the purpose of developing a framework for the full participation of the workforce. The JSC represents an equal partnership between the parties in the continued development and implementation of employee participative processes (i.e. workgroups, job redesigns, etc.). The JSC will also develop and recommend policies to management which support employee participation and the development of employee roles and responsibilities. The JSC will be committed to:

6EJ

Empowering employees to become autonomous in the performance of their work by establishing roles and responsibilities within clearly defined boundaries.

Creating an environment where continuous improvement is the norm rather than the exception.

Providing increased job satisfaction to all employees.

• Developing programs and training to enhance employee skills in problem solving techniques and knowledge of product objectives.

6E9

Creating a fast learning environment to fully develop and utilize the talents and skills of all employees. The J.T.T.C., internal resources and other appropriate training resources will be utilized to create and support this environment.

Develop and recommend policies which emphasize the integrity and the dignity of the individual as well as the group.

Jointly explore, pursue and develop innovative methods which preserve and create new jobs for Markham.

By achieving the above objectives through the participative processes, the Plant will increase its competitive position in quality, cost and time resulting in enhanced job security for all employees.

The Local Union President will designate a Co-Chairperson for the JSC.

APPENDIX "F"
ALTERNATE WORK SCHEDULES

This Alternate Work Schedule pertains only to those classifications included within Maintenance.

The initial staffing of the alternate work schedule will be on a voluntary basis. The agreement as to the implementation of an Alternate Work Schedule at the Markham Electronics Plant is as follows:

1. A maintenance schedule consisting of two crews (A&B) each normally working one eight (8) hour shift (on Monday or Friday) **plus** two twelve (12) hour shifts (one each on Saturday and Sunday) each week.

2. a) The eight (8) hour shift (on Monday **or** Friday) will be assigned pursuant with 14.01 with the provision that the shift ending time provides a minimum of eight (8) hours prior to the beginning of a Saturday shift and a minimum of eight (8) hours after the **end** of a Sunday shift.

8 hrs / 5
- b) The Saturday and Sunday shifts shall be 12 hours and shall provide one unpaid thirty (30) minute lunch period. There shall be one additional thirty (30) minute eating period and two ten (10) minute rest periods.
- c) The Christmas holiday period will be scheduled so as to provide unbroken time off from Christmas Eve to New Year's Day, inclusive.
- d) Employees on this schedule will be compensated up to forty (40) hours pay for time absent due to bereavement.
- e) Employees on this schedule shall be compensated **at** eight (8) hours straight time pay for Saturday and Sunday per section 14.08.

3. The alternate work schedule shift and pay structure is detailed below:

Hours worked = X hours Friday or Monday + 12 hours Saturday + 12 hours Sunday = 32 hours

Shift	Friday	Saturday	Sunday	Monday
A	Day or Afternoon	Sat 11:00am- 11:30pm	Sun 11:00am- 11:30pm	Afternoon
B	Midnight	Fri 11:00pm- Sat 11:30am	Sat 11:00pm- Sun 11:30am	Midnight or Day

dep work

Friday / Monday	U Saturday	Sunday
X hrs @ straight time = X hours	X hrs @ straight time = X hours	X hrs @ straight time = X hours
Total = X hours	4 hrs @ double time = X hours Total = 16 hours	4 hrs @ double time = X hours Total = 16 hours

Both shifts on Saturday and Sunday shall be paid a shift premium in accordance with the rate established in 14.02.

9C4/0D

An employee who is required to work on the day immediately prior to the first day of their regularly scheduled day of work, shall be paid double time for all hours worked on that day (ie: an employee on the Saturday, Sunday, Monday schedule that is asked and accepts work on a Friday, will be paid double time for that Friday work). An employee who is required to work any other day which is not part of their regular weekly schedule of hours shall be paid for the first five (5) hours worked on such a day at the rate of time-and-one-half (1-1/2). Work in excess of five (5) hours shall be paid for at the rate of double-time.

9C3/5D

4. In the event the alternate work schedule described in paragraph 1, 2 & 3 would affect and require changes in the administration of other wage or benefit payment practices, the parties agree that such changes shall maintain the original intent of those practices to the extent practical, but shall not increase their cost to the Company in comparison to their application to work schedules traditionally recognized by the agreement.

Finally, it is understood that this Appendix does not limit in any way management's rights to schedule and determine the working hours of employees pursuant to the Collective Bargaining Agreement. In that regard, however, if it becomes necessary for the Company to discontinue the alternate work schedule described herein, the regular work schedules traditionally recognized by the Agreement would be re-instituted. Such discontinuance would not preclude re-implementation of the provisions set forth in this agreement.

APPENDIX "G"
APPRENTICESHIP AGREEMENT

JE

Apprenticeship Agreement

This Apprenticeship Agreement has been developed through the cooperative efforts and mutual agreement of representatives of Visteon Canada Inc. and Local Lodge 2113 of the International Association of Machinists and Aerospace Workers. All terms and conditions of this agreement are consistent with the current Collective Agreement between the parties.

1. Objectives

- (a) The objectives of this apprenticeship agreement are to provide a means for developing skilled trades personnel. Apprentices will be instructed in related subjects so as to acquire the knowledge and skills necessary to perform the duties of the trade.
- (b) The Company sponsored practical training assignments, wherever possible will be modeled on the guidelines established by the Ministry of Skills Development (MOSD). Training in safety and good housekeeping practices will accompany each type of work performed. The apprenticeship will be 8000 hours or approximately four years in length, including related and classroom training. The number of hours of practical training and related instruction may vary between the different trades.

6EA

2. Local Apprenticeship Committee

A Joint Apprenticeship Committee (JAC) composed of three (3) Management members and three (3) Union members shall be established. The Committee will be responsible to oversee the administration and functioning of the Apprenticeship Agreement. The committee shall consider and make recommendations as specified below:

- (a) To formulate and implement plans which create and maintain interest in the Apprenticeship Program.
- (b) To cooperate with the apprentice, the school authorities, the Company and the Union in the successful operation of standards set by the MOSD.
- (c) To counsel apprentices who are experiencing difficulty in school or work related matters, and to hear and resolve any issues arising from the administration of the Apprenticeship Program.

- (d) To arrange courses of study, obtain and furnish reports, mail, records, coordination of training and communications with the Ministry of Skills Development.
- (e) To certify with the appropriate Registration Agency, the names of apprentices who have satisfactorily completed their apprenticeship, requesting the issuance of a Certificate of Apprenticeship to the Ministry of Skills Development.
- (f) To accept or reject applicants for apprenticeship utilizing the criteria established by the job posting procedure of the Company.
- (g) Through monthly meetings the JAC will be responsible for the successful operation of the Apprenticeship Program and the successful completion of the apprenticeship by the apprentices under the standards hereafter.
- (h) Where the JAC is unable to reach a simple majority vote in administering these standards, the concern will be brought before the Human Resources Department and IAM Shop Committee for resolution.

3. Company Responsibilities

The Company shall have sole authority to:

- (a) determine the number of apprentices by trade, if any, to be admitted into the program;
- (b) assign work;
- (c) administer discipline.

The Company's authority in these areas shall be subject to the Collective Agreement (CA) between the parties, unless otherwise modified by this Apprenticeship Agreement.

4. Qualifications of an Apprentice

In order to become apprenticed under this agreement, persons must have the following qualifications:

- (a) The minimum requirements, as per the MOSD, for internal applicants. External candidates **must** be a graduate of a grade twelve (12) Secondary School or Technical High School or its equivalent.
- (b) An interest and aptitude towards learning the trade as demonstrated on a relevant aptitude test as administered by the JAC.
- (c) Meet the Company's pre-employment medical standards.
- (d) Legal ability to work in Canada.

5. Application for Apprenticeship

All applications for apprenticeship, both internal and external, shall be made on a form supplied by the Company and approved by MOSD, in addition to the Company's employment application. A copy of the application of apprenticeship will be forwarded to MOSD. Applications will be made available through the job posting procedure in the Collective Agreement. If no suitable candidates are identified from an internal posting, vacancies will be made available to external candidates.

6. Placement on Apprenticeship Program

- (a) Applicants who have successfully completed the selection process, as determined and administered by the JAC, will be placed into the program as openings occur.
- (b) For employees entering a trade the seniority date to be applied will be the date the employee enters their apprenticeship.
- (c) Those applicants who are not placed in the program or who were unsuccessful in passing the selection process may reapply and be retested as job openings occur.

7. Terms of Apprenticeship

- (a) The complete term of apprenticeship shall be 8000 hours, which shall include the probationary period.

- (b) The first sixty (60) days of work shall be regarded as probation for the purposes of:
 - (i) The apprentice's Team Coordinator and the JAC confirming the suitability of the apprentice for the chosen trade;
 - (ii) The apprentice confirming their interest in continuing with the program.
- (c) Credit may be granted, in justifiable instances and at the discretion of the JAC with assessment and advice through MOSD, to applicants with previous training or experience. Such training or experience must be either as an apprentice with another Company, a pre-apprentice course or directly related training. In the latter instance, the training must be directly related to the schedule of practical assignments in the apprenticeship program.
- (d) The progress of the apprentice shall be subject to review by the JAC. Should such review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the apprentice, with recommendation of the JAC, the Company may cancel the apprenticeship agreement with the employee for just and reasonable cause.
- (e) The JAC may extend the term of apprenticeship, with written advice to MOSD, where the apprentice fails to make satisfactory progress in practical work or related classroom instruction.

8. Practical Training

- (a) Each apprentice shall receive training in all phases of the trade as outlined in the schedule of practical training assignments by the MOSD. A portion of scheduled training will consist of assignments specific to Visteon Canada Inc.
- (b) The responsibility for the practical portion of apprenticeship training shall be shared mutually as follows:
 - (i) The apprentice's Team Coordinator will assign work, provide direction and gauge the progress and conduct of the apprentice.

- (ii) The Journeyperson with whom the apprentice is associated, will afford the apprentice the opportunity to learn from their knowledge, experience and judgment.
 - (iii) The apprentice will keep a record of the type of work performed, in relation to the training, which shall be verified by the Team Coordinator.
- (c) Apprentice progress reports will be completed by the Team Coordinator and acknowledged by the Apprentice according to the following schedule:

Probationary Period (60 days): weekly
 After Probationary Period: monthly

All reports will be forwarded to the JAC for review.

Y. Academic Training

- (a) The apprentice must attend all specified classroom training as required to meet the qualifications for the trade. Apprentices will attend classroom training under a shift release or evening schedule. Where practicable, reasonable efforts will be made to schedule classroom training on a day release basis. The schedule for classroom training will form part of the overall apprentice training schedule.
- (b) The Company will pay apprentices at a straight time rate for attending required classroom training as designated by the JAC.
- (c) The Company will pay on behalf of apprentices covered by this Apprenticeship Agreement, registration fees, tuition, books and lab fees as required for classroom training.

10. Apprentice Agreement

- (a) Each apprentice shall enter into a written agreement with the Company, to serve the terms and conditions of apprenticeship.
- (b) This agreement shall be signed by the apprentice in the presence of a Company and a Union representatives of the JAC.
- (c) The apprentice agreement shall be registered, as appropriate, with the Ontario Ministry of Skills Development.

<u>SHOP HOURS</u> <u>COMPLETED</u>	<u>CLASSROOM HOURS</u> <u>COMPLETED</u>	<u>PERCENTAGE OF</u> <u>WAGE</u>
0 - 1856	144	75%
2001 - 3694	288	80%
4001 - 5532	432	85%
6001 - 6460	532	90%
7001 - 7424	576	95%

- (b) An apprentice who applies and is accepted from within the Company will not be paid a rate which is less than their previous rate. In such instances the apprentice will continue to receive the rate at which they commenced the apprenticeship, until such time as the rate outlined in the apprenticeship rate agreement is higher.

12. Hours of Work and Working Condition

- (a) The hours of work, overtime rules, conditions, rules, regulations and penalties governing working conditions shall be as stated in the Collective Agreement between Visteon Canada Inc. and Local Lodge 2113, International Association of Machinists and Aerospace Workers. The apprentice shall receive credit towards the term of the apprenticeship, only for actual time performing

practical apprentice related work or attending related classroom instruction. Any time paid at a premium rate will be credited towards the term of the apprenticeship at the straight time rate.

- (b) The apprentice may be assigned to any shift to facilitate the training program. However, when assignment to shifts other than shift #2 becomes necessary, such assignments will be rotated.

13. Continuity of Employment

- (a) The Company intends and expects to give the apprentice steady employment but reserves the right to lay off whenever business conditions make this course necessary. Lay offs will be in accordance with Article 12 of the Collective Agreement, maintaining the stipulated ratio of journeypersons to apprentices, where apprentices in each trade with the least amount of service in the program will be laid off first and rehires will be made in reverse order.
- (b) The number of apprentices which the Company may employ at any one time will not exceed a ratio of one (1) apprentice to every ten (10) journeypersons. This ratio shall permit the Company to retain (or indenture where none are enrolled) one (1) apprentice where two (2) or more but less than ten (10) journeypersons are employed and/or two (2) apprentices where fifteen (15) journeypersons but less than twenty (20) journeypersons are employed. In classifications where there are twenty (20) or more journeypersons, the ratio will be applied in increments of one (1) apprentice for every ten (10) journeypersons.
- (c) For employees entering a trade after completing a program governed by this agreement, in applying sections 12.05, 12.09, 12.10 and 12.17 of the Collective Agreement, the seniority date to be applied will be the date the employee enters their apprenticeship. Plant wide seniority will be retained and applied for the purposes of vacation and any other benefits and should the employee revert to previous classification in which their seniority is greater.
- (d) In the event there is no need for an additional employee in the classification, the apprentice who has successfully completed the apprenticeship and has become a licensed journeyperson, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeyperson will

retain recall rights to the apprenticed classification and will exercise their date of entry seniority as openings become available.

14. Tools

The Company will provide necessary tools as required and will provide for the secure storing of tools. The apprentice will have responsibility for the safekeeping of tools.

15. Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will recommend to the MOSD that certificate signifying completion of the apprenticeship be issued to the apprentice.

16. Amendments to Apprenticeship Agreement

The provisions of this apprenticeship agreement may be modified by recommendation of the Joint Apprenticeship Committee, subject to approval by the Company, Union and MOSD.

17. Initial Job Posting to the Markham Apprenticeship Program

Applicants selected from the initial posting to the Markham Apprenticeship Program with a seniority date greater than February 28, 1993 will have date of entry seniority to the 20.7 classification of March 1, 1993. Future postings will be in accordance with the Company's job posting procedure.

APPENDIX "H"
OVERTIME GROUPS
(FOR THE PURPOSES OF OVERTIME EQUALIZATION ONLY)

Production Overtime Sharing Groups

1. ECS/RCM
2. SCS
3. ARM Cell
4. SMD North
5. SMD South
6. RAP/TCSM
7. GEM/LCM/DDM
8. MQS Lab
9. Quality Lab
10. Non-Production Stores
11. Volatile Stores
12. Shipping
13. Computer System Tech
14. PATS
15. RES/SIP
16. Toyota
17. Receiving/Stockkeeper
18. Sub-Assembly
19. Aftermarket
20. FPDM/Switch/Coopers Standard
21. IRCM/Stalk
22. CCE PW through ICT: DATC, RCC, VX149, Freightliner, U152,
LWIM, EATC, PWM
23. CCE Cells: DATC, RCC, VX149, Freightliner, U152, LWIM,
PWM, EATC (Main & Cell)
24. Central Maintenance
25. Plant Engineering

Production Support Maintenance Overtime Groups

1. ECS/RCM/SCS/ARM Cell
2. IRCM/FPDM/Stalk/Switch/Cooper Standard
3. Toyota Cell
4. SMD North
5. SMD South
6. GEM/LCM/DDM/PATS/RAP/RES/SIP
7. EATC/CCE/ Aftermarket/Sub-assembly/Radio

Within each of these defined groups, overtime opportunities would be equalized by classification in accordance with Article 14.11 of the Collective Bargaining Agreement.

The parties recognize that operational requirements may necessitate revisions to the overtime groups during the term of this Agreement. Changes will be mutually agreed upon.

LETTER # 1

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

1E1

Dear Mr Cherry:

This will confirm our discussions during recent contract negotiations concerning the policy of the Company on outside contracting.

In the conduct of the business the Company will at times and for various reasons, have the need for outside contractors to perform work on or off Company premises normally performed by skilled trades bargaining unit employees.

Before any such work is contracted out, the Company will discuss its intentions with the Union.

The Union will be afforded the opportunity to comment on the Company's plans and the Company will give appropriate weight to Union comments prior to making a final decision.

in no event shall a seniority skilled trades employee who customarily performs the work involved on a particular contract be laid off as a direct and immediate result of the Company letting a particular contract which involves the performance of work by an outside contractor on or off Company premises.

This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations or service contracts by vendors, nor limit work which a vendor must perform to prove out equipment.

Yours very truly,
VISTEON CANADA INC.

1E2

S. P. Barney
Manager, Human Resources

ORIGINALLY ISSUED: November 26, 1986
MODIFIED: January 7th, 2001

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

During current negotiations the parties discussed the duties of employees assigned as Group Leaders. The Union was informed that such duties include assisting Team Co-ordinators in the training and instruction of employees on job requirements, reporting to the Team Co-ordinator production problems needing attention, relieving employees, replacing absentees, and otherwise filling in wherever needed.

The duties of group leaders, or any bargaining unit employees, do not include authorization to "discipline" or "reprimand" other hourly employees, to solicit overtime on a regular basis, or to perform work normally performed by the Team Co-ordinator that requires access to confidential information- such as distributing paycheques, processing vacation requests or processing upgrades. In the event an employee or the Union has reason to believe a Group Leader is acting contrary in this regard, it should be brought to the attention of the employee's Team Coordinator and Product Team Manager.

ORIGINALLY ISSUED: February 12, 1977

CONTRACTUAL INTENT RE APPOINTMENT OF GROUP LEADERS

The Company retains the right to appoint Group Leaders, as required, to maintain efficient operations.

The Company agrees that it will develop and maintain a listing of personnel that it considers to be capable of filling potential Group Leader vacancies within one (1) month of the signing of this collective agreement.

The listing will be developed by Job Grade and Cost Centre, and vacancies will be filled on the basis of the listing, with seniority being one of the considerations and recognizing the rights of the Company, as stated in paragraph I.

The Company agrees to notify the Union prior to discussing Same with employee.

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

LETTER # 3

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

As a matter of courtesy Ford Motor Company of Canada will extend the Vehicle Purchase Plan ("A" Plan) in effect for employees of Ford of Canada to eligible hourly employees of Visteon Canada Inc., who are represented by Local 2113, International Association of Machinists.

The Company (Visteon Canada Inc.), will administer said "A" Plan in accordance with its provisions which may from time to time be required by Ford of Canada. Details of the plan will be finalized as soon as possible.

It is understood and agreed that Visteon Canada Inc., cannot guarantee that the Plan will not be modified or withdrawn by Ford Motor Company of Canada. It is further understood that said Plan shall not be subject to the grievance procedure, arbitration or bargaining.

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

ORIGINALLY ISSUED November 16, 1982

LETTER # 4

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

During the current negotiations, the Union sought a statement concerning the practices followed by the Company in the administration of discipline in accordance with Section 11.01 of the Collective Agreement.

In particular the Union requested assurances that the employee's appropriate representative would be afforded an opportunity to review the circumstances upon which suspension or discharge is based prior to disciplinary action being finalized.

The Union was advised that the Company's current practice in such cases is to conduct an interview with the employee in the presence of a union representative. Such interview is conducted by a representative of the Human Resources department and with the Local President or his designate in attendance. It is understood, however, there may be occasions when it is necessary to remove an employee from the plant immediately in order to avoid disruptions and to maintain order pending further investigation. In such cases the Union is promptly notified.

The Company will co-operate with the Union in ensuring that all relevant circumstances concerning such cases are considered prior to imposing suspension or discharge.

This letter is not intended to limit in any manner management's rights concerning the administration of discipline.

Yours very truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

ORIGINALLY ISSUED: February 8, 1979

LETTER #5

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

During recent negotiations the parties had extensive discussions regarding in-depth analysis of each benefit contract and the overall performance of the carriers. As a result of the discussions it was mutually concluded and agreed that:

- 1) A full-time IAM Benefits Representative would be selected by the Union to work on IAM benefit issues and provide employees with information, support and direction to obtain various benefits and programme assistance.
- 2) Joint meetings would be conducted with each carrier to review each Master Plan contract and ensure that such contract is up-to-date, correct and properly administered. A copy of such contracts will be provided to the IAM Benefits Representative.
- 3) The parties would jointly review contract performance at **least** semi-annually and meet with the appropriate Insurance Representative to discuss any on-going problems.
- 4) Minutes of meetings conducted in accordance with provision 3 of this letter would then be jointly signed by the Union and the Company Benefits Representative and forwarded to the IAM Business Representative and Visteon Labour Relations Office.

As the parties further agreed, those issues identified as being problems relating to interpretation of the benefit plans would be promptly addressed and brought to the attention of the carrier for corrective action and timely resolution.

Yours Very Truly,
VISTEON CANADA INC.

S. P. Barney
Manager, Human Resources
ORIGINALLY ISSUED: February 24, 1995

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

ORIGINALLY ISSUED: December 15, 1988

This will confirm discussions during recent contract negotiations concerning recalls or readjustments which will result in shift changes.

In the event of a recall to a classification or a readjustment which will result in an employee with a seniority date prior to January 1, 1979 being placed on an off shift, they may refuse the move and exercise their seniority in a classification which will allow them to remain on day shift, providing they had applied for the job prior to May 1, 1983. An employee may only exercise this privilege once during their employment.

ORIGINALLY ISSUED: December 16, 1982

Additionally, this will confirm our discussions concerning a senior employee who does not have a Shift Preference application on file but who volunteers to transfer to another shift at the request of the Company for a temporary period to assist in a launch or for other reasons. In such a case the temporary period shall be by mutual agreement of the supervisor and the employee. (Confirmation to be supplied to Union).

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

LETTER #7

February 27, 2001

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

Subject: LIFE INSURANCE PLAN -
LIFE INSURANCE AFTER THE MONTH YOU ATTAIN AGE 65

if you are insured at age 65 and have ten (10) or more years of service at age 65, or elect to retire between age fifty-five (55) and sixty-five (65) and have twenty-five (25) years of service up until the time of plant closure, your Life Insurance will be continued at no cost. The amount of insurance is gradually reduced each month at the rate of 2% of the amount in force at 65 or at time of retirement between age fifty-five (55) and sixty-five (65) with twenty-five (25) years of service, until an ultimate of insurance, called Continuing Group Life (CGL) is reached.

The CGL amount is determined by multiplying your years of service up to twenty (20), at the end of the month in which you become 65 or at time of retirement between age fifty-five (55) and sixty-five (65) with twenty-five (25) years of service, by 1 ½%. This percentage is then multiplied by the amount of Life Insurance in force at age 65 or at time of retirement between age fifty-five (55) and sixty-five (65) with twenty-five (25) years of service.

The above summary is a brief outline of the main points and is for your general information. The detailed provisions of the Insurance Contract will govern in all instances.

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

ORIGINALLY ISSUED: February 24, 1995

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

During these negotiations the Union expressed concern regarding the potential impact of new technology on the workforce. Continued technological progress is essential to the economic well being of the Company and of its employees. Without technological progress, the Company would lose its ability to compete and to continue to provide employment opportunities.

Both parties recognize that the pace and form of new technology cannot be precisely forecasted with full confidence. At the same time, the Company understands the Union's legitimate concerns that advances in technology may alter the job content and responsibilities of bargaining unit employees.

As the result of our discussions, and in the view of the interest of both parties in affording maximum opportunities for employees to progress with advancing technology, a Joint Technical Training Committee will be formed and hold meetings within ninety (90) days of this Agreement.

6E8-7 4C

The Committee will be comprised of five (5) Union and five (5) Company representatives. The charter of this committee will be to (1) identify, provide or arrange for training and educational courses to upgrade or enhance present job skills (including upgrading state-of-the-art technology) based on present and anticipated job requirements, and (2) to encourage employee participation in existing educational and training programs. Toward this end the Committee will initially:

Conduct a technical training needs analysis to include identification of employee (individual and group) education, training and retraining needs.

Prioritize the needs identified.

Establish a training plan.

4A

On an ongoing basis the committee will:

- Meet on a regular basis (at least monthly) to review training needs.

- Evaluate **programs** to ensure they accomplish the intended objectives delivering training and upgrading of Bargaining Unit employees as a first priority.
- Seek to identify as early as possible those technological advances that are to be introduced into the plant so that interested employees may be informed and encouraged to take advantage of existing educational resources that will develop their skills to meet new or changed job requirements.

Minutes of committee meetings will be taken and a copy supplied to the President of the Local.

In regard to the Union's expressed concern that new technologically impacted bargaining unit work in Job Level 13 and below may not be assigned to current employees because they are insufficiently trained to perform it and that new hires would be employed instead, this is to advise you that the Company, fully intends to promote *or* otherwise utilize its current employees and to train its employees to perform such work.

Finally, as the result of our discussion, the Company will regularly inform the Union of the development of new technology in the plant. In such discussion the Company will provide the Union with a description of the technology, the equipment being introduced, its intended use, the anticipated installation date(s) and the extent to which the new technology may impact the work performed by employees of the Bargaining Unit.

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources
ORIGINALLY ISSUED: February 17, 1987
MODIFIED: January 3rd, 2001.

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

As the result of discussions, the Plant Committee and the Company have agreed to meet quarterly to deal with those matters having special interest to employees, the Union and the Company. Among these will be:

- finding ways to improve two-way communication
- discussing the plant's general operations and certain business developments, including product and manufacturing plans as it might affect the size (increase or decrease) of the workforce. With respect to **any** outsourcing of core business bargaining unit work, the Company will discuss its intention with the Local Union Committee before any such work is outsourced. The Company will explain its reasons for its tentative decision to outsource the work by supplying all relevant information such as costs and rationale available to the plant and will give the Local Union Committee an opportunity to suggest ways in which the work may otherwise be performed in-house. The Company will give due consideration to the suggestions of the Local Union before making its final decision.
- addressing other matters both parties agree are appropriate for discussion. It is understood these meetings will not replace the collective bargaining process, nor, interfere with the parties Grievance Procedure.

Yours truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources
ORIGINALLY ISSUED: February 16, 1987
MODIFIED: January 4th, 2001.

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

ORIGINALLY ISSUED: March, 1992

During the course of these negotiations the Union raised a concern regarding an employee's ability to grieve the termination of his/her employment where a Workers' Compensation Case was involved. More specifically, the Union was concerned the Company would attempt to argue, in cases where greater than 24 months had passed since the employee's last day worked, it was no longer obligated to reinstate the employee according to the Act regardless of the outcome of arbitration.

In situations where 24 months or longer have elapsed during the course of pending arbitration, the Company, as in the past will continue to argue the case based on its merits and will not summarily evoke the 24 month provision of the Act. This understanding does not restrict the Company from exercising its rights under the Act in situations other than outlined above.

ORIGINALLY ISSUED March 3, 1992

Additionally, the following reflect.. the understanding presently in effect between the Company and the Union regarding the payment of accident and sickness insurance during a Workers' Compensation dispute.

Any worker who is off work due to an accident or injury, and who has been denied Workers' Compensation, shall file for and shall be covered by the Company's Accident and Sickness insurance during the course of appeal. It is understood that employees to be eligible for payment shall sign the waiver on the insurance form regarding release of information and shall also sign a waiver for repayment of monies if the WSIB appeal is successful.

Yours truly,
VISTEON CANADA INC.
S.P. Barney
Manager, Human Resources

LETTER # 11

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

JE

Dear Mr Cherry:

During recent negotiations there were discussions between the parties regarding the Apprenticeship Agreement.

The ongoing intent of the Apprenticeship Programme is to provide non-apprenticed employees the opportunity to acquire the knowledge and skills to perform the duties of a trade.

It was agreed that any employee who has completed a bonafide apprenticeship programme, or any employee who is presently holding or has held a Markham job classification of Tool Maker/Machinist, Electrician, Lift Truck Mechanic, Plumber, or Industrial Mechanic is ineligible to participate in this programme.

Yours Very Truly,

VISTEON CANADA INC.

S.P. Barney

Manager, Human Resources

ORIGINALLY ISSUED: February 2, 1995

LETTER # 12

January 3rd, 2001

Mr. Colin Cherry
Business Representative
International Association of Machinists
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr Cherry:

During these negotiations the parties agreed that it is of mutual interest and benefit to re-establish a joint Pension Advisory Committee.

* The Committee will consist of six (6) members, including:

- The IAM Benefits Representative
 - The Company Benefits Coordinator
 - The designated appointee of the Board of Directors
 - Two (2) **TAM** selected employees
 - One (1) Company appointed representative
 - The Committee will **meet** at least semi-annually. The Committee will identify a recording secretary from its membership and the minutes of each meeting will be read into the following meeting record with a copy being retained by the secretary and co-chairs. A copy of said minutes will **also** be posted on the Pension Communication Board by the secretary.
- The primary purpose of the Committee is to provide a regular and comprehensive review process to help ensure the proper operation, administration, interpretation, communication and application of the Hourly Employee Money Purchase Plan. In this regard, the committee will have full access and authority to examine all aspects of the plan records, including plan performance, and shall make written recommendations to the board. All recommendations **to** the Board will **be** promptly considered by the Board. All Board decisions relative to these recommendations will be provided to the Committee in writing. if a Committee recommendation is not implemented, the board will detail the reason(s) for the rejection in such written response.

Yours very truly,
Visteon Canada Inc

S.P. Barney
Manager, Human Resources

RE-ISSUED: January 3rd, 2001

LETTER #13

November 22, 2000

Mr. Colin Cherry
Business Representative
International Association of Machinist
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr.Cherry:

During the course of these negotiations, the parties had extensive discussions regarding Appendix F (alternate work schedules). The Company has stated that these alternate work schedules are required to enhance the Markham Plant's competitive position by improving equipment utilization, and meeting Preventive Maintenance Schedules. This will assure our customers of the highest quality, lowest cost products, and on-time delivery, resulting in enhanced job security for Markham employees.

The Company recognizes the concern regarding present seniority employees being "forced" from the Monday through Friday schedule to the alternate work schedule and has committed that the initial staffing would be on a voluntary basis. Additionally, the Company has reiterated that the implementation of the alternate work schedule, is not intended, nor does it believe, will result in undue hardship for any employee.

The Company also recognizes additional concerns surrounding future staffing adjustments. The Company, reiterates the position that local management will not make arbitrary or capricious decisions that result in circumventing the spirit or intent of Appendix F and the Collective Bargaining Agreement which involves a voluntary staffing of the alternate work schedule.

The Union will be given advance notice of any staffing adjustment and the reasons for such plans prior to implementation and be afforded the opportunity to meet with the Company prior to final implementation to ensure adherence with the spirit and intent of Appendix F and the Collective Bargaining Agreement.

Yours very truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

LETTER # 14

January 15, 2001

Mr. Colin Cherry
Business Representative
International Association of Machinist
and Aerospace Workers,
182 Sheppard Avenue West
Willowdale, Ontario
M2N 1M8

Dear Mr. Cherry:

During recent contract negotiations the parties discussed the need for *an* Employee Assistance Programme for the employees of the Plant. We discussed the need for employees **to** have access to counseling for personal problems such as; anxiety, depression, stress, substance abuse, bereavement. Both the Company and the Union recognize the positive impact that such a programme could have on both the health and welfare of the employees and the work environment.

Accordingly, the Company has agreed **to** implement an Employee Assistance Programme during the term of the current Collective Agreement. The Employee Assistance Programme will be implemented as soon as possible after the signing of the agreement.

ours very truly,
VISTEON CANADA INC.

S.P. Barney
Manager, Human Resources

38 38

March 1, 2001

LETTER # 15

Mr. Colin Cherry
Business Representative
International Association of Machinists
And Aerospace Workers
182 Sheppard Avenue West
Willowdale, Ontario M2N 1M8

Dear Mr. Cherry

During our recent negotiations the parties had extensive discussions regarding the Employee Connectivity Computer Program. This letter is to confirm that in the event the Company does not obtain a favorable tax ruling from Revenue Canada with regard to the computer program, the Company will ensure that the program is "tax neutral" for the employees.

As we discussed, the employees will still be obligated to pay the monthly access fee of \$10 per month for 36 months should they elect to participate in the Employee Connectivity Computer Program.

Employee eligibility will be extended to all active employees on roll at time of plant closure announcement (January 23rd, 2001).

S. P. Barney
Manager, Human Resources

March 1, 2001

LETTER # 16

Mr. Colin Cherry
Business Representative
International Association of Machinists
And Aerospace Workers
182 Sheppard Avenue West
Willowdale, Ontario M2N 1M8

Dear Mr. Cherry

During recent negotiations, the subject of medical benefits and levels of coverage were discussed. This letter is to confirm that when the Company changed insurance carriers for medical benefits for IAM employees from John Hancock to Maritime Life, all benefits were continued at negotiated levels or better.

S. P. Barney
Manager, Human Resources

March 1, 2001

LETTER # 17

Mr. Colin Cherry
Business Representative
International Association of Machinists
And Aerospace Workers
182 Sheppard Avenue West
Willowdale, Ontario M2N 1M8

Dear Mr. Cherry

During recent negotiations, we discussed Training and Retraining expenses associated with the Closure Agreement for the plant. This letter is to confirm that for employees who commence training immediately prior to the final plant closure date, and hence will not be able to provide proof of completion for course work taken, the Company will make payment for these training expenses directly to the institution/s in which the employee is enrolled when possible, or to the employee directly upon proof of enrollment.

S. P. Barney
Manager, Human Resources

March 12, 2001

LETTER # 1X

Mr. Colin Cherry
Business Representative
International Association of Machinists
And Aerospace Workers
182 Sheppard Avenue West
Willowdale, Ontario M2N 1M8

Dear Mr. Cherry

In reference to item four of Attachment 1 to the Memorandum of Settlement, the purpose of this letter is to provide the Company's intention with regard to issue #3 in the Koskie and Minsky letter referencing the new amendments to the pension plan.

It is the intent of the Company to provide all of the pension benefits described in Appendix D-1 of the Collective Agreement through the Defined Benefit Pension Plan. The Company will petition the Canada Customs and Revenue Agency to obtain a ruling under regulation 85,05 sub section 4 of the Income Tax Act to cover as many employees as possible under the registered Pension Plan. If, because of limitations imposed by the Canada Customs and Revenue Agency or the Financial Services Commission of Ontario, all of the benefits described in Appendix D-1 cannot be paid by the Defined Benefit Pension Plan, the Company agrees to provide the value of those excluded benefits in the form of a Retiring Allowance, payable outside of the Defined Benefit Pension Plan. The value will be determined on the same basis as that used to determine the value of benefits payable from the Defined Benefit Pension Plan.

S. P. Barney
Manager, Human Resources

SUPPLEMENT

OPERATING GUIDELINES OF THE
JOINT UNION MANAGEMENT HEALTH AND SAFETY COMMITTEE

The following operating guidelines for the Joint Health and Safety Committee reflect present practices and applicable federal and provincial laws. These guidelines are subject to change by the parties and/or by changes to the Occupational Health and Safety legislation.

1. MEETINGS:

The Joint Committee shall meet on a monthly basis, to discuss and make recommendations concerning unresolved Health and Safety matters, and recommend appropriate education and/or training for committee members. Prior to the conclusion of each meeting the planned date for the next meeting will be established.

2. CO-CHAIRPERSONS:

The Company shall identify one Management member of the Joint Committee and the Union shall identify one Union member of the Joint Committee as Co-Chairpersons of the Committee. The Co-Chairpersons may act on the behalf of the Committee, where in agreement, on matters where consultation at a full committee meeting is not considered necessary or appropriate. The Co-Chairperson appointed by the Company shall be the Human Resources Manager or his/her designate who shall have authority to resolve safety matters in his/her capacity as the Company's Co-Chairperson. In the absence of the Union Co-Chairperson, the Union President or the Union's designate shall act on his/her behalf.

3. SUMMARY OF PROCEDURE:

Minutes of the proceedings of each regular Joint Committee meeting shall be prepared by the Company for the use of committee members and shall be posted on the bulletin board.

4. INSPECTION:

Joint inspections of the plant will be made by one Union member and one management member of the Joint Committee.

Such inspections shall be made monthly, and shall, **if possible**, include members of supervision responsible for the **areas** being inspected and shall precede the next scheduled meeting of the Joint Committee by **at least** four (4) work days.

A second member of the Joint Committee may, for training purposes, accompany the members assigned to conduct an inspection, as determined by the Co-Chairpersons to be appropriate.

5. CONDITION REPORT:

When a Condition Report is initiated, the report shall be submitted to the appropriate supervisor having responsibility for the area concerned and a copy forwarded to the Safety Engineer. The Safety Engineer will monitor the operation of the procedure including content of replies, timeliness of replies, (3 working days) and estimated completion dates of any planned corrective measures.

6. EQUIPMENT AND TOOLS:

A. SAFETY EQUIPMENT

The Company will provide all employees working in tiny unsanitary or potentially hazardous jobs with all of the necessary tools, equipment and protective clothing required. These shall be maintained and replaced where and when necessary at the Company's expense.

B. INSTALLATION OF NEW EQUIPMENT

Any machinery or equipment being purchased for and by the Company will be reviewed with the Safety Engineer and the Co-Chairperson of the Health and Safety and Ergonomics Committees to insure proper ergonomic features, as well as proper guarding, power lockout capabilities, etc. before being placed into production.

Involve the Union Co-Chairperson regarding new equipment installation for the purposes of reviewing and providing input into the design of such equipment prior to the final safety sign-off.

C. INFORMATION

Inform employees adequately regarding risks relating to their work, and provide appropriate training and supervision so that employees have the skills and knowledge necessary to perform the work.

7. WHMIS:

A. INFORMATION - JOINT COMMITTEE

The company will advise the Joint Committee of known harmful physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, the Company will inform the committee of any new harmful physical agents or chemicals prior to their introduction to the workplace, for which appropriate compatibility approvals are pending.

B. INFORMATION - EMPLOYEES

Inform employees adequately regarding risks relating to their use, provide appropriate training and supervision so that employees have the knowledge to safely perform the work assigned to them.

C. WHMIS training will be reviewed by the Joint Committee and refresher training will be conducted on an annual basis or at a frequency deemed appropriate by the Committee in accordance with the Occupational Health and Safety Act of Ontario in effect on the date of this agreement.

8. REPORTS:

A. The Company will forward, to the Co-Chairpersons of the committee, reports as provided in the Occupational Health and Safety Act of Ontario, copies of the Supervisor's accident report forms and copies of the Form 7 submitted to the Workers' Safety Insurance Board of Ontario.

Where practicable the Company will supply the Union Co-Chairperson of the Joint Health and Safety Committee with a copy of the Form 7 prior to its submission to the Workers' Safety Insurance Board of Ontario. When this is not possible, a copy will be made available as soon as possible.

B. The Union Co-Chairperson will be notified of all potential lost time injuries as soon as possible in order that they may investigate such instances. Notification will take place on the date of the accident.

C. The Joint Committee may recommend further investigation or clarification of circumstances regarding such accidents, as the committee may agree is appropriate.

Y. PROGRAMMES IN EFFECT

The Modified Work and the Ergonomics committees shall have equal Union and Management representation and shall meet once monthly to decide jointly on changes.

10. CERTIFIED WORKERS:

The Union Health and Safety Representative is responsible for identifying their alternate, the afternoon and midnight shift appointees. Notification will be in accordance with Article 7.03. The parties understand that the Union Health and Safety Representative, Co-Chairpersons, their alternate and appointees shall be "CERTIFIED WORKERS" as outlined in the Occupational Health and Safety Act of Ontario in effect on the date of this agreement.

In accordance with applicable legislation, a "CERTIFIED WORKER" has the right to stop work where an employee's health and safety is in immediate danger.

11. EMERGENCY MEASURES AND EVACUATION PLAN:

The Company will ensure the Emergency Measures and Evacuation Plan will be kept current. The plan will include a first response team comprised of both salaried and hourly employees on a volunteer basis. The first response team will receive necessary re-training as required to be effective in responding to plant emergencies and shall have a mutually agreed to practice schedule. The Company will post a notice indicating the members of such a team. The Company will make every effort to make employees aware of the Emergency Measures and Evacuation Procedures. The Plant will conduct periodic drills, but no less than once per annum.

12. CPR TRAINING:

The Plant security and nursing staff are trained in CPR. Additionally, CPR courses will be made available on a periodic basis for all interested employees.

13. FIRST AID KITS:

The Company has placed emergency first aid kits in the plant at locations agreed upon by both parties.

14. MACHINE LOCK-OUT

The Union Co-Chairperson will be notified when a machine that has been locked out for safety reasons is repaired and ready to be turned on again.

15. SPILLS TRAINING:

Team Coordinators and designated employees will receive adequate training in the handling of chemical spills.

16. COMMITTEE TRAINING:

The Joint Health and Safety Committee will recommend committee members for appropriate education and/or training sessions in-plant or off-site to the Training area of the Human Resources Department.

17. MODIFIED WORK PROGRAM:

It is the Company's intention that the return to work procedure be designed and implemented in such a fashion as to accommodate both returning WSIB and A & S employees. The Company does, however, recognize that each group may have its own specific requirements and that the return to work procedure may vary between the two groups in order to accommodate such differences.

18. EMERGENCY RESPONSE TEAM

The Company and Union agree that all members of the Joint Health and Safety Committee will be assigned to the fire brigade on their respective shifts.

86