

COLLECTIVE AGREEMENT

BETWEEN:

FENWICK AUTOMOTIVE PRODUCTS, CITY WIDE AUTOMATIC  
TRANSMISSION SERVICES

AND FAPCO AUTOMOTIVE INC.

(Hereinafter referred to as "The Employer" OF THE FIRST PART)

AND

UNITED STEELWORKERS OF AMERICA

(Hereinafter referred to as "The Union" OF THE SECOND PART)

MARCH 1, 1998 - FEBRUARY 28, 2002



UNITED STEELWORKERS OF AMERICA  
LOCAL 13571-36  
FENWICK AUTOMOTIVE PRODUCTS, CITY WIDE AUTOMATIC  
TRANSMISSION SERVICES  
MARCH 1, 1998 - FEBRUARY 28, 2002

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to secure for the employer, the Union and the employees, the full benefits of orderly collective bargaining and to the fullest extent possible to continue the present standard of safety and physical welfare of the employees, economy of operations and quality and quantity of output. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees to co-operate fully, individually and collectively, for the advancement of the said conditions.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 This agreement shall apply to all employees of the above Employer, in Metropolitan Toronto save and except foremen, persons above the rank of foreman, office and sales staff.
- 2.02 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- (b) The Employer further agrees to recognize the Union and extend this agreement to cover employees in any future operations the Employer acquires within the boundaries of Metro Toronto.
- 2.03 Persons whose regular jobs are not in the bargaining unit shall not perform work normally performed by

employees included in the bargaining unit, except for purpose of instruction, experimenting, or in cases of emergencies when regular employees are not available.

2.04 Should any of the present operations be moved to a location (s) outside the boundaries of Metropolitan Toronto, but within the Province of Ontario, this agreement shall be extended to cover such location(s).

2.05 The Company agrees it will not contract out work which is normally performed by employees in the bargaining unit unless bargaining unit employees do not possess the skills to perform work or if necessary equipment is not available in the Company.

ARTICLE 3 - MANAGEMENT'S FUNCTIONS

3.01 The Employer shall be entitled to exercise all of the customary rights of management and without limiting the generality of the foregoing and subject to the terms of this agreement, management functions shall include:

(a) the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, reasonable rules and regulations, policies, and practices to be observed by its employees; the right to discipline **or** discharge employees for just cause provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.

(b) the right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees and select employees for positions excluded from the bargaining unit.

- (c) the right to determine the location of operations and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity of standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, the determination of financial policies including general accounting procedures and customer relations, are solely and exclusively the responsibility of the Employer.
- (d) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Employer.
- (e) the Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

3.02 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided in this Agreement.

#### ARTICLE 4 - UNION SECURITY

4.01 The Company and Union agree that all present employees who are members of the Union shall, as a condition of employment, remain members of the Union and all new employees hired after the effective date of this agreement shall become and remain members of the Union as a condition of their employment.

4.02 The Company shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and

assessment as prescribed by the Constitution of the Union.

- 4.03 The Company shall remit the amounts so deducted, prior to the twentieth (20th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Secretary-Treasurer.
- 4.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the bargaining unit employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- 4.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article.
- 4.06 The Company will show the amount of Union dues deducted annually on each employee's T-4 Income Tax receipt.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

- 5.01 In a view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, slow-down, or stoppage of or interference with work or production, either complete or partial, and the employer agrees that there will be no lock-out of employees.

- 5.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate any strike, slowdown, stoppage of or other interference with work or production contrary to Section 5.01 of this Agreement.

**ARTICLE 6 - UNION REPRESENTATION**

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 (a) The Company agrees to recognize up to four (4) percent of the bargaining unit work force as Union Stewards with a minimum of eight (8) to assist employees in the handling of grievances.
- (b) Should a second or third shift be implemented the Union shall have the right to add an additional union steward for each shift.
- 6.03 The Company shall be notified by the Union in writing of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 6.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees plus the Local Union President.
- 6.05 When the legitimate business of Grievance Committeeman or Union Steward requires him to leave his work station and/or department, he shall first receive permission from his foreman (such permission shall not be unreasonably withheld).
- 6.06 The Company agrees that Stewards and Grievance Committeemen shall not suffer loss of pay for time spent in the handling of grievances.

6.07 The Company agrees to provide suitable space in the plant for the keeping of union records.

6.08 Negotiating Committee

The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, or four (4) when there are six hundred (600) or more employees, plus the Plant Chairman or President, who shall be regular employees of the Company, along with representatives of the International Union.

6.09 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

6.10 The company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of Management and also one (1) day for the purpose of drafting proposals and one (1) day for the purpose of proofreading the Agreement for each member of the Committee.

ARTICLE 7 - RELATIONSHIP

7.01 The Company and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age or national origin.

7.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in

their lawful right to become and remain members of the Union and to participate in its activities.

- 7.03 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by permission with the Company.
- 7.04 During an employee's probationary period the Company shall introduce each new employee to the Local Union President and provide a 30 minute orientation period within ten (10) working days.
- 7.05 The Company will supply the Union, on a bi-weekly basis, with a list of employees who are new hires, quits, terminations, W.C.B., W.I., and temporary transfers.

#### ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union President or his designate, has first given his immediate supervisor an opportunity to adjust the complaint.
- 8.03 If, after registering the complaint with the supervisor and such complaint is not settled within three (3) regular working days or within any period which may have been agreed by the parties, then the following steps of the Grievance Procedure may be invoked:



### STEP ONE

The grievance shall be submitted in writing to the Supervisor either directly or through the Union. The Supervisor shall meet with the employee's Union Steward within three (3) working days of receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Supervisor shall within a further three (3) working days answer to the grievance and return it to the Union.

### STEP TWO

If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the Director of Human Resources who shall, within five(5) working days, hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) and the appropriate representatives of Management, in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Director of Human Resources shall within a further five (5) working days give his decision in writing to the Union.

### STEP THREE

If the grievance remains unsettled at the conclusion of Step two, the grievance may be submitted to the Vice-President of Manufacturing or his designate, who shall within five (5) working days hold a meeting between the Union Grievance Committee (not to exceed three in number) plus the Local Union President and the appropriate representative of management, in a final

attempt to resolve the grievance. The Field Staff Representative of the Union and the Grievor may be present at this meeting if requested by either Party. The Vice-President of Manufacturing shall within a further five working days give his decision, in writing, to the Union President or his designate.

- 8.04 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first became aware of the alleged violation of the Agreement.
- 8.05 If final settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Three.
- 8.06 At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator, to have access to the plant to view disputed operations and to confer with the necessary witnesses.

#### ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement,, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be

delivered to the other within five working days of the reply under Step 3.

- 9.02 The grievance shall be submitted to a single arbitrator mutually agreed to by both parties. Should the parties fail to agree on an arbitrator, either party may request the Minister of Labour for the Province of Ontario to name such an arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 9.03 No person may be appointed as an arbitrator who has been involved in attempt to negotiate or settle the grievance.
- 9.04 Each of the parties hereto will jointly share the expense of the Arbitrator, if any.
- 9.05** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step Three of the Grievance Procedure within ten (10) working days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement, other than in (a) or (b) above, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.

10.02 An employee who has been dismissed without notice, shall have the right to interview his Union steward or president for a reasonable period of time, before leaving the Company premises.

10.03 Any notice of disciplinary action which is intended to **form** any part of an employee's employment record shall be given, in writing, with a copy given to the Union. In the cases of suspensions or terminations, the employee shall be advised in the presence of a Union Steward or Committee Person in order to offer the employee an immediate opportunity to review the matter with his/her Union Representative. All written warnings and suspensions shall be withdrawn from the employees file after a period of twelve (12) calendar months from the date of issue.

10.04 The Union recognizes the necessity of a probationary period for the company to assess the suitability of a person becoming a permanent employee. The Union therefore agrees that probationary employees may be discharged for less cause than permanent employees.

ARTICLE 11 - SENIORITY

11.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, lay-off, termination and re-hirings after lay-off, senior employees shall be entitled to preference.

11.02 In recognition, however, of the responsibility of the management for the efficient operation of the plant, it is understood and agreed that in all such cases management shall have the right to pass over any employee if it establishes that he does not have the skill, ability or the physical fitness to perform the work after a reasonable training period of not less than five (5) working days.

11.03 (a) New employees shall serve a probationary period of forty-five (45) working days, in any ninety (90) day working period, before acquiring seniority rights, which shall then date back to their respective date of starting to work with the Employer.

(b) Seniority shall be maintained and accumulated for a period of twenty two (22) months in case of:

1. Absence due to lay-off
2. Absence due to sickness or accident
3. Authorized leave of absence from employment while serving in Canada's Armed Forces.

11.04 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) If the employee voluntarily quits.

- (2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
- (3) If he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement.
- (4) If the employee has been on lay-off for lack of work for a period of more than twenty two (22) consecutive months.
- (5) If transferred out of the bargaining unit for twelve (12) consecutive months.
- (6) If he is absent from work for more than three (3) consecutive scheduled worked days without notifying the Employer, unless in the circumstances it is impossible for the employee to give notice to the Employer.

11.05 When recalling an employee after lay-off, he shall be notified by registered mail or telegram and allowed five working days to report for work, and in the meantime if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five day period as outlined. An employee receiving a registered letter or telegram in accordance with this Article must contact the Employer within forty-eight hours of receipt of the notice to return to work if he wishes the Employer to hold the job open for him for the full five (5) day period. It shall be the employee's responsibility to keep the Employer notified as to changes of addresses and their telephone numbers so that they will be up-to-date at all times. The Union shall be given copies of all recall notices.

11.06 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of

twelve months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the twelve (12) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the twelve (12) month period has expired, other than as a new employee.

11.07 Seniority lists

- (a) The Company shall within ten (10) working days of the ratification of this Agreement, post a list showing the employees bargaining unit with seniority and agrees to update and report every two (2) months thereafter.
- (b) The Company further agrees to supply the Union a seniority listing of all employees showing each employees seniority date, job classification, present rate of pay, current address and telephone number, in the first week of January, April, July, and October each year.

11.08 Lay-Off Notice

In the event of a lay-off due to lack of work the Union committee shall be supplied with a list of employees to be laid off in advance and the employees affected shall be given forty-eight (48) hours notice of the pending lay-offs.

11.09 Preferential Seniority

- (a) Local Union Officers, namely, President, Vice-President, Recording Secretary, Financial

Secretary, Treasurer, and Chief Steward shall have top plant-wide seniority in case of layoff and shall be retained by the Company on work they are willing and able to perform.

- (b) Local Union Officers who are retained in employment due to the provisions of (a) above shall only be entitled to job preference based on their natural seniority rating.

**ARTICLE 12 - JOB POSTING**

- 12.01 (a) When any jobs in Schedule "A" become vacant, or when new jobs are created, the Employer will post a notice of the vacancy for a period of three (3) working days in all departments covered by this Agreement. The notice will contain the nature of the job, the qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by signing his name to the posting. In filling any such vacancy under this Article, the provisions of 11.01 and 11.02 shall apply.
- NEW** (b) After the posting period has ended, the employer must award the job within fourteen (14) calendar days and post a notice naming the successful applicant(s). A copy of the job award will be forwarded to the Union. Where the posting is no longer required or there is no qualified applicant(s), the Company will notify the Union.
- NEW** (c) The successful applicant will fill the position and assume the posted duties within fourteen (14) days of the job award.
- 12.02 Except for a vacancy occasioned by the placing of the successful applicant in the position so posted, any further vacancy may be filled by the Employer without



posting. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job, and the vacancy may be filled without further posting.

12.03 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six months from the date of his successful bid, except by mutual agreement between the Company and the Union.

12.04 Any job which is vacant because of illness, accident, vacation or leave of absence, maternity and paternity leave shall not be deemed to be vacant for the purpose of this Article.

#### ARTICLE 13 - TEMPORARY TRANSFERS

13.01 The expression "temporary transfer" used in this Article shall mean a transfer of three (3) hours or more made by the employer with the intention of returning the employee to his regular job classification as soon as possible.

13.02 (a) If an employee is temporarily transferred to a job classification that is a higher rate, the employee shall receive the higher rate, should the employee be temporarily transferred to a job classification that is lower rated he shall receive his regular rate of pay.

(b) Time spent on temporary transfer assignments shall not be used against other employees should a permanent vacancy occur in the job.

(c) No temporary transfer will be used to circumvent job postings or related seniority rights covered elsewhere in this agreement.

(d) Union President will be notified of such temporary transfers.

13.03 It is understood that this provision will not be abused by the Company.

13.04 (a) Temporary vacancies as a result of illness, accident or leave of absence shall be posted as temporary vacancies and awarded in accordance with Article 12, unless such vacancy is expected to be three (3) weeks, twenty-one (21) calendar days duration or less.

(b) When the Company has advance knowledge that the vacancy shall exceed twenty-one (21) calendar days, such vacancy shall be posted as promptly as possible.

(c) For absences which are not expected to exceed twenty-one (21) calendar days, the temporary vacancy shall be filled in accordance with the provisions of Clause 13.02 - Temporary Transfers.

(d) Upon expiration of the temporary absence of the employee the applicant shall be returned to his or her former job and department.

13.05 NEW: The Employer agrees that transfers will be made for business purposes and will not be used for disciplinary purposes.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 (a) The Employer may grant a leave of absence of up to three months without pay to employees for legitimate personal reasons, (including illness and accidents). The Employee must renew such a leave of absence at the end of each three month

period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

(b) The Union will be given a copy of all requests of leave of absence and will be notified of all leaves granted under this Article.

14.02

(a) The employer shall grant a leave of absence of not more than two weeks at any one time without pay and without loss of seniority to not more than two (2) employees to attend a Union conference or convention, provided that such leave of absence is requested by notice in writing at least five (5) working days prior to the date of the employee's expected absence from work. Such leave to be paid by the Company for 50% of ten (10) days per year. The Company shall pay for all lost time for members of the Safety Committee to receive certification training and upgrading certification training as required by statute.

(b) Legitimate Union business of two (2) shifts or less shall be considered a valid reason for leave of absence. The Union agrees to give the Company as much prior notice as possible of such leave. This leave will be limited to a total of four (4) employees at any one time, and five employees twice a year.

The union *agrees* to give the company notice of such leave as follows:

Absence of 1 or 2 employees - a minimum of one days notice:

Absence of 3 or 4 employees - a minimum of three days notice.

14.03 The Company agrees to grant an employee leave of absence without pay for up to three (3) months to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. This leave may be extended for an additional period of three (3) months.

14.04 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Union shall have the use of the bulletin boards in the plant premises for the purpose of posting notices relating to the Union's business. Such notices shall be posted by an officer of the Union and shall be kept in the spirit and intent of this Agreement. The Company will provide a notice board in the lunchroom for employees' personal notices. The Company will provide enclosed bulletin boards for Union use beside each punch clock. The boards shall be at least two feet by four feet in diameter.

ARTICLE 16 - SAFETY AND HEALTH

16.01 The Employer shall make all reasonable provisions for the safety and health of the employees and the employees are encouraged to make suggestions to the Employer respecting safety.

16.02 The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the

plant in order to prevent industrial injury and illness.

16.03 The Union will assist the Employer in carrying out any reasonable accident prevention programme.

16.04 A safety committee of six members, three of whom shall be employees of the Employer who have acquired seniority under this Agreement and be appointed by the Union and three of whom shall be appointed by the Employer. The safety committee shall meet once each month at a time mutually agreed upon.

16.05 Protective devices and other equipment except safety shoes and prescription safety glasses deemed necessary to properly protect employees from injury shall be supplied at no cost to the employees.

16.06 The Company shall supply to the Union all information regarding all industrial accidents to its employees.

16.07 (a) The Company agrees to contribute the following amounts each employee towards the purchase of one pair of safety boots per contract year, one year from the date of last purchase. In order to receive payment the employee must furnish the Company with a sales receipt showing the shoes purchased have C.S.A. approval.

Effective March 21, 1998 - \$ 85.00

Effective March 1<sup>st</sup>, 1999 - \$ 90.00

Effective March 1st 2000 - \$ 95.00

b) Where the Safety Committee co-chairs and management agrees, an additional \$15.00 will be paid to employees to purchase oil resistant safety boots..

- (c) New employees shall be entitled to safety shoe allowance after six (6) months seniority.
  
- 16.08 (a) The Company agrees to pay the following amounts once every two years towards the cost of prescription safety glasses for employees who are required to wear prescription glasses at work.  
  
Effective March 21, 1998 - \$135.00  
Effective March 1st, 1999 - \$140.00  
Effective March 1st, 2000 - \$145.00
  
- (b) The Company agrees to provide such glasses to the employee at no less than a 10% discount, providing they are purchased from the designated supplier.
  
- 16.09 The Company agrees to provide winter coats to the three (3) Receivers and two (2) Shippers for use at work only.

ARTICLE 17 - BEREAVEMENT

17.01 In the case of a death in the immediate family of an employee, the company will grant three (3) days leave of absence with pay at the employee's regular hourly pay.

Immediate family shall include spouse, children, mother, father, brother or sister.

In the event of the death of an employee's grandparents, grandchildren, mother-in-law, father-in-law, brother or sister-in-law, the company shall grant such employee one day's leave of absence with pay.

Effective March 1st, 1999 in the event the employee is required to attend a funeral outside of Canada, the employee shall be granted one (1) additional day with pay.

ARTICLE 18 - REPORTING PAY AND CALL-IN-PAY

- 18.01 An employee who reports for work, and who has not been notified on the previous shift not to report shall be guaranteed four (4) hours work at his regular rate of pay or 4 hours pay in lieu of work, if no work is available. The provisions of the paragraph shall not apply in the event of strikes, power failure, or other conditions beyond the control of the employer which prevents the Employer from providing work.
- 18.02 An employee who has already left the premises of the Company and who is called for emergency work will be paid his regular rate plus any applicable overtime or shift premium for all hours actually worked, but not less than four (4) hours pay at the regular hourly rate.

ARTICLE 19 - JURY AND WITNESS DUTY

- 19.01 An employee who is called to serve as a juror or as a witness for the Crown, shall be compensated for all loss of pay due to such jury and witness service.
- 19.02 Upon receipt of his jury and witness fees from the courts he shall turn over such fees (less expenses) to the Company.
- 19.03 Should an employee present himself for selection as a juror and is dismissed for the

day prior to noon, he shall be required to return to the plant to complete his remaining normally scheduled work day.

ARTICLE 20 - PAY ON DAY OF INJURY

- 20.01 An employee hurt in an industrial accident while at work shall be paid for the time lost on the day he was injured at his standard hourly rate. If injured during overtime hours, or while on night shift, the overtime premium and applicable shift differential shall apply.
- 20.02 The Company shall provide transportation and pay of day on injury for the time spent by employees during their shift hours for medical treatment in the nearest clinics, or nearest hospital when such treatment is required, as a result of an industrial accident or disease occurring or contracted while in the Company's plant.
- 20.03 The company shall not be responsible for the payment of time and transportation compensated for by the Workers' Compensation Board.
- 20.04 It is understood that the Company will assume cost of transportation to the nearest hospital, return transportation to the plant and, if necessary, to the employee's normal place of residence.

ARTICLE 21 - REST PERIODS AND WASH-UP PERIODS

- 21.01 A rest period of ten minutes shall be provided during the first half of each regularly scheduled shift and another ten minutes shall



be provided during the second half of each regularly scheduled shift.

21.02 A wash-up period of five minutes shall be provided at the end of each (regularly scheduled) shift.

ARTICLE 22 - DECLARED HOLIDAYS

**22.01** The following shall be considered as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Day before Christmas Day	Civic Holiday
Day before New Year's Day	
Floating (Christmas period)	

One additional day shall be added, the date for the holiday shall be decided by mutual agreement between the parties. \*(To be taken during the Christmas period).

**22.02** If any of the above holidays fall on a Saturday or Sunday the preceding Friday or the following Monday will be observed as the holiday.

**22.03** Each employee shall receive his regular hourly earnings for each of the above named holiday.

**22.04** An employee required to work on any of the above-named holidays shall be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate in addition to his hourly pay.

22.05 An employee shall be paid for the holiday provided he works his first scheduled shift prior to the holiday, unless the employee was unable to work because of proven illness or accident, authorized leave of absence or lay-off, and such absence or lay-off began not more than ten (10) working days prior to the holiday.

22.06 In the event that one or more of the above-named holidays occurs during the employee's vacation he shall be paid for the holiday in addition to his vacation pay, and be given an extra day off either at the beginning of his vacation period or at the end of it.

ARTICLE 23 - VACATIONS

23.01 An employee who, on the 30th day of June in each year, has:

- (a) One year or more of service but less than five (5) years' continuous service with the Employer shall receive two weeks vacation per year with pay equal to (4) percent of the amount received by the employee for all work performed by the employee in the previous year.
- (b) Five (5) years or more continuous service with the Employer shall receive three weeks vacation per year, with pay equal to six (6) percent of the amount received by the employee for all work performed by the employee in the previous year.
- (c) Thirteen (13) years or more of continuous service with the Employer shall receive four weeks vacation per year with pay equal to eight (8) percent of the amount received by the employee for all work performed by the employee

in the previous year. After twelve (12) in 1996.

- (d) Twenty-two years or more of continuous service with the Employer shall receive five (5) weeks vacation per year with pay equal to ten (10) percent of the amount received by the employee for all work performed by the employee in the previous year. After twenty-one (21) in 1996 and after twenty (20) in 1997.

23.02 Employees who are entitled to three, four, or five weeks vacation per year in accordance with this Article, shall take the third, fourth or fifth week of their vacation at a time which is convenient to the Employer and at a time which is acceptable to the Employee.

23.03 All vacation pay will be paid to each employee by July 31 in each year, and it will be by separate cheque. The pay slips will show the accumulated vacation pay.

23.04 (a) Vacations cannot be accumulated or waived but must be taken prior to the end of the contract year in which they are earned.

- (b) The Company agrees to supply the Union on or before November 1st of each year with a list of employees who have not completed their vacations showing the dates such employees are scheduled to complete their vacation.

#### ARTICLE 24 - HOURS OF WORK AND OVERTIME

24.01 (a) The standard work week for all employees shall be thirty-nine and one-half (39 1/2) hours Monday through Friday as follows:

Monday 7:30 a.m. to 4:00 p.m.  
Tuesday 7:30 a.m. to 4:00 p.m.  
Wednesday 7:30 a.m. to 4:00 p.m.  
Thursday 7:30 a.m. to 4:00 p.m.  
Friday 7:30 a.m. to 3:30 p.m.

Except for the City Bench and Parcel Bench in shipping which will start and finish thirty (30) minutes later.

- (b) The Company shall have the right to change the starting and quitting times of the employees of City-Wide by **up** to one hour each day.
- (c) Employees shall be allowed an uninterrupted thirty (30) minute unpaid lunch break, approximately midway through each shift.

24.02

OVERTIME

All work performed by an employee, prior to or beyond his normal daily scheduled hours, and all work performed for up to the eight (8) hours on a Saturday, shall be paid at the rate of time and one half.

24.03

Any authorized work performed in excess of twelve (12) hours per day, Monday to Friday, and all work performed on a Sunday shall be paid at the rate of double time.

24.04

Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

24.05

Overtime work shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the work.

24.06 The company shall make employees time cards of all overtime worked available to the Union President when requested.

24.07 Employees agreeing to work overtime for two (2) or more hours will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked.

24.08 Employees scheduled to work overtime for two and one-half hours shall be entitled to a supper allowance of \$4.00 on the day overtime is worked.

24.09 SHIFT PREMIUM

<u>Afternoon Shift</u>	March 21, 1998	- 29 4 per hour
	March 1st, 1999	- 32 4 per hour
	March 1st, 2000	- 35 4 per hour

<u>Night Shift</u>	March 21, 1998	- 39 4 per hour
	March 1st, 1999	- 42 4 per hour
	March 1st, 2000	- 45 4 per hour

24.10 PAYMENT OF WAGES

The company agrees that all employees shall be paid weekly by cheque prior to 12:00 p.m. (noon) on Thursdays for all wages earned the previous week.

24.11 NEW OR CHANGED JOBS

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if

the parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence. The union president shall be notified immediately.

24.12

WORK MEASUREMENT

There will be no work measurement of any kind used to rate employees performance for the payment of work, during the life of this agreement without prior agreement with the Union.

ARTICLE 27 - BENEFIT PLANS

The Company agrees that during the term of this agreement it will provide the benefit plans as set out in Schedule B attached hereto and made part of the agreement for all employees who have completed their probationary period, and their eligible dependents.

ARTICLE 28 - PENSION

On and after March 21, 1998, the Company agrees to contribute fifty-one (51) cents per hour for each hour worked to provide benefits for all employees who have completed one or more years of service.

On and after March 1st, 1999, the Company agrees to contribute fifty-three(53) cents per hour for each hour worked to provide pension benefits for all employees who have completed one or more years of service.

On and after March 1st, 2000 the Company agrees to contribute fifty-five (55) cents per hour' for each hour worked to provide pension benefits for all employees who have completed one or more years of service.

Employees on leave of absence for union business will be paid the above amount.

ARTICLE 29 - JOB CLASSIFICATION AND RATES OF PAY

29.01                   The company agrees to pay and the union agrees to accept for the term of this agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this agreement.

ARTICLE 30 - TERMINATION

30.01                   This Agreement shall become effective on the 1st. day of March, 1998, A.D., and shall continue in effect up to and including the 28th. day of February, 2002 A.D.

30.02                   Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.

30.03                   If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.

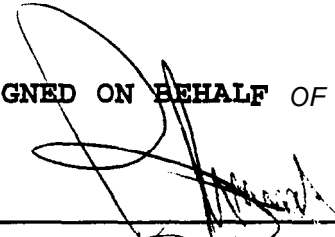
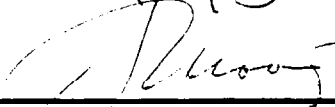
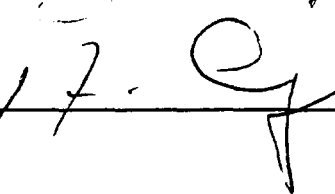
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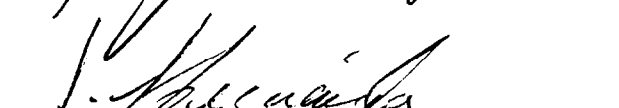
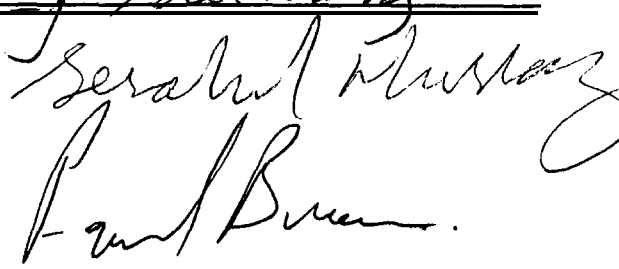
If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the agreement prior to the current expiration date, the agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Duly Executed by the Parties hereto this 22 day of December 1998 A.D.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

  
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## S C H E D U L E &gt;A=

Job Class	03/01/98	03/01/99	03/01/2000	03/01/2001
1	10.51	10.83	11.15	11.48
2	11.54	11.89	12.25	12.62
3	11.82	12.17	12.54	12.92
4	12.41	12.78	13.16	13.55
5	12.72	13.10	13.49	13.89
6	13.03	13.42	13.82	14.23
7	13.36	13.76	14.17	14.60
8	13.69	14.10	14.52	14.96
9	14.36	14.79	15.23	15.69
10	15.04	15.49	15.95	16.43
11	15.42	15.88	16.36	16.85
12	15.86	16.34	16.83	17.33
13	16.09	16.57	17.07	17.58
14	16.43	16.92	17.43	17.95
15	16.79	17.29	17.81	18.34
16	18.51	19.07	19.64	20.23

SCHEDULE "A"Automatic Wage Progression

Employees in Job Class #1 shall, as new hires, be paid one (1) dollar less than the Job Rate on the job assigned in class #1.

After Probation - \$0.75 less than the job rate

After 6 Months - \$0.50 less than the job rate

After 9 Months - \$0.25 less than the job rate

After 12 Months - Full job rate

For those employees who start in job classes 2 or above, the following wage progression will apply: (\$2.00 less)

<b>AFTER</b>	<b>PROBATION</b>	-	\$1.75 LESS THAN <b>THE JOB RATE</b>
<b>AFTER</b>	<b>6 MONTHS</b>	-	\$1.50 LESS THAN <b>THE JOB RATE</b>
<b>AFTER</b>	<b>9 MONTHS</b>	-	\$1.25 LESS THAN <b>THE JOB RATE</b>
AFTER	12 MONTHS	-	\$1.00 LESS THAN <b>THE JOB RATE</b>
AFTER	18 MONTHS	-	\$0.50 LESS THAN <b>THE JOB RATE</b>
AFTER	24 MONTHS	-	FULL <b>JOB RATE</b>

NOTE 1 Notwithstanding the Progression rate set out above, no **employee** with seniority shall receive less than the **after** Progression rate and any employee who demonstrates reasonable proficiency on the job shall be entitled to receive the maximum rate.

NOTE 2 Any employee who has 2 years of seniority who is promoted to a higher job classification shall receive 25% of the rate classification difference immediately, a further 25% of the rate classification difference after 2 months and full classification rate after 4 months. If less than 2 **years** of service , an employee will be paid as per Schedule #A# .

Lead Hand: \$1.00 above the highest job class they lead.

Group Leader: \$2.00 above the highest job class they lead.

<b><u>CLASS</u></b>	<b><u>FENWICK JOB DESCRIPTION</u></b>
---------------------	---------------------------------------

**CLASS 1**

- |     |                             |
|-----|-----------------------------|
| 1.1 | Line Packers                |
| 1.2 | Sub Assemblers              |
| 1.3 | Receiver Sorters            |
| 1.4 | Cleaners                    |
| 1.5 | Teardown - Parts Processors |

**Class 2**

- |     |                                    |
|-----|------------------------------------|
| 2.1 | Stock Room Clerks                  |
| 2.2 | Parts Processors/Machine Operators |
| 2.3 | Receiver Sorting Machine Operators |
| 2.4 | New Kit Clutch Packers             |

**Class 3**

- |     |                                |
|-----|--------------------------------|
| 3.1 | Teardown Dis-Assembly Line     |
| 3.2 | Line Feeders                   |
| 3.3 | Disc Checkers                  |
| 3.4 | Caliper Assembly Line          |
| 3.5 | Master Cylinder Assembly Line  |
| 3.6 | Master Cylinder Boring Machine |

**Class 4**

- |     |  |
|-----|--|
| 4.1 | Heavy Duty Pressure Plate Teardown           |
| 4.2 | Pressure Plate Cover Checker & Spring Tester |
| 4.3 | Water Pump Assembly Press Operator & Tester  |
| 4.4 | Maintenance Helper                           |

**Class 5**

- |     |                              |
|-----|------------------------------|
| 5.1 | Bench Packer Shipper Room    |
| 5.2 | Pressure Plate Assembly Line |
| 5.3 | Wheelabrator                 |

**Class 6**

- |     |                                  |
|-----|----------------------------------|
| 6.1 | Forklift Driver                  |
| 6.2 | Pressure Plate Grinder           |
| 6.3 | Disc Assembly - Passenger Clutch |
| 6.4 | Multi Line Sorter - Receiving    |
| 6.5 | Truck Driver                     |

Class 7

- 7.1 Truck Disc Assemblers
- 7.2 Machine Operator (Machine Shop)
- 7.3 Maintenance Assistant

Class 8

- 8.1 Pressure Plate Assemble "A"
- 8.2 Receiver
- 8.3 Qualified QC Inspector

Class 9

- 9.1 Machinist
- 9.2 Special Truck Disc Fabricator
- 9.3 Welder
- 9.4 Shipper - Picker Clutch
- 9.5 Truck Pressure Plate Assembly Line
- 9.6 Computerised CV Grinding machine operator

Class 10

- 10.1 Narrow Isle Reach Driver

Class 11

- 11.1 Truck Pressure Plate Assembler
- 11.2 Maintenance Welder

Class 12

- 12.1 Up Order Picker Driver

Class 13

- 13.1 Expediter

Class 14

- 14.1 Welder Specialist

Class 15

- 15.1 Truck Off Road Pressure Plate
- 15.2 Fabricator - Specialist

Class 16

16.1	Equipment Fabricator
16.2	Electrician

FAPCO, RACK & PINION, POWER STEERING PUMPS & GEARS

	<u>98/03/01</u>	<u>99/03/01</u>	<u>00/03/01</u>	<u>01/03/01</u>
<u>Class 1 Rate:</u>				
1. Teardown - Parts Processors	\$10.51	\$10.83	\$11.15	\$11.48
2. Sub-Assembly				
<u>Class 2 Rate:</u>				
1. Teardown Dis- Assembly Line	\$11.54	\$11.89	\$12.25	\$12.62
<u>Class 3 Rate:</u>				
1. Packer/Sprayer	\$11.82	\$12.17	\$12.54	\$12.92
<u>Class 4 Rate:</u>				
1. Assembler	\$12.72	\$13.10	\$13.49	\$13.89
2. Tester				

CITY WIDE

<u>Classification</u>	<u>98/03/01</u>	<u>99/03/01</u>	<u>00/03/01</u>	<u>01/03/01</u>
Parts Washer	\$10.51	\$10.83	\$11.15	\$11.48
Installer Rate	\$16.43	\$16.92	\$17.43	\$17.95
Rebuilder Rate	\$18.51	\$19.07	\$19.64	\$20.23
Allison Rebuilder	\$21.63	\$22.28	\$22.95	\$23.64
Licenced Mechanic	\$22.31	\$22.98	\$23.67	\$24.38

TRAINEES - CITY WIDE

Automatic Transmission Installer

End of First 9 month period Job Class 4

End of Second 9 month period Job Class 6

Rebuilder Trainee

End of First 9 month period Job Class 4

End of Second 9 month period Job Class 6

Thereafter he shall progress to the Job Rate when qualified.

SCHEDULE >B> - BENEFIT PLANS

The Company agrees to provide the following benefit plans without cost, to all employees who have completed one (1) year of service and their eligible dependants.

1. Group Life Insurance Accidental Death and Dismemberment.

Employees Only \$16,000.00,  
Effective March 1st, 1999 - \$17,000.00  
Effective March 1st, 2000 - \$18,000.00

An employee who retires at age 65 or thereafter, having at least 15 years of service with the company, will receive a cash payment of \$2,500.00.  
Effective March 1<sup>st</sup>, 1999 - \$3,000.00  
Effective March 1<sup>st</sup>, 2000 - \$3,500.00

2. Weekly Indemnity - employees only



- (a) The Company will provide Weekly Indemnity Benefits equal to 66% of the employee's weekly earnings from the first day of Accident or Hospitalization, fourth day of illness and continuing for up to twenty-six (26) weeks for each period of disability. The company will mail weekly indemnity form to employees on request.

The Company shall have the right to the full return of premium reduction (12/12ths) granted by the Unemployment Insurance Commission.

3. Ontario Hospital Insurance Plan (OHIP)

4. Drug Plan

- (a) Effective March 21, 1988 the company shall install a new prescription 35 cent drug card plan, from a carrier chosen by the Company equivalent to the Green Shield 35 cent Prescription Plan for employees and their eligible dependents at no cost to employees.

5. Dental Plan

- (a) Effective March 1, 1998 the Company agrees to provide a Dental Plan which will cover 80% percent of the bill based on the 1996 O.D.A. Schedule of fees.
- (b) Effective March 1, 1999 the O.D.A. Schedule shall be increased to 1997 Schedule.
- (c) Effective March 1, 2000 the O.D.A. Schedule shall be increased to the 1998 schedule.
- (d) NEW: Effective March 1st, 2001 the O.D.A. schedule shall be increased to the 1999 schedule.

PREVENTIVE

1. Oral examinations including the scaling and cleaning of teeth, but limited to one examination in any one 6 month period.
2. Full mouth x-rays, limited to one set during any one 24 month period.
3. Bitewing x-rays, limited to one set during any one 6 month period.
4. Application of fluorides and other anticarcinogenic substance, but no more frequently than once during any one 6 month period.

#### RESTORATIVE

1. Amalgam silicate, acrylic or composite restorations.
2. Replacement of amalgam, silicate, acrylic or composite restorations, provided that, unless an additional tooth surface is involved, a continuous period of at least twelve consecutive months has elapsed since the last date on which the restoration was provided or replaced for the individual by any persons.
3. Extractions
4. Treatment of periodontal and other disease of the gums and tissues of the mouth.
5. Initial provision and installation of space maintainers.
6. Drugs and medicines which require the written prescription of a dentist and are dispensed by a licensed pharmacist.
7. Oral surgery of a dental origin.

<u>Endodontics and Dentures:</u>	<u>Company Pays</u>	<u>Employee Pays</u>
Effective March 21, 1998	20%	80%
Effective March 1, 1999	30%	70%
Effective March 1, 2000	40%	60%
Effective March 1, 2001	50%	50%

HUMANITY FUND - Company agrees to contribute the following amount to the Steelworkers Humanity fund:

Effective March 1, 1998 - \$1,000  
 Effective March 1, 1999 - \$1,000  
 Effective March 1, 2000 - \$1,000  
 Effective March 1, 2001 - \$1,000

This cheque is to be made out to the Steelworkers Humanity Fund and sent to the attention of Gerry Barr, 234 Eglinton Ave., E., Suite 700, Toronto, Ont M4P 1K7.

MEMORANDUM OF AGREEMENT

Which is made part of the Collective Agreement

Between: Fenwick Automotive Products,  
City Wide Automotive Transmission Services  
Fapco Automotive Inc.

- and -

United Steelworkers of America

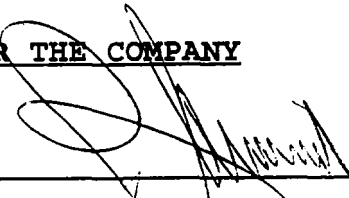
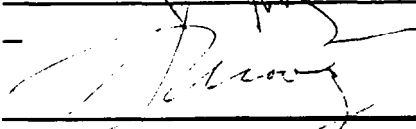
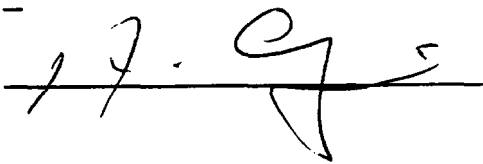
The Company and Union agree to the employment of Summer Students under the following conditions:

1. Summer Students shall only be employed by the Company during the period of May 1st to the Friday prior to Labour Day inclusive in any year.
2. The Company shall not be permitted to hire Summer Students if there are bargaining unit employees on layoff.
3. Summer Students will not accumulate seniority during their period of employment and shall not have any recall or bumping rights.
4. Summer Students shall not be eligible to receive Group Insurance or Pension Benefits during their term of employment.
5. Summer Students shall not be required to pay initiation fees to the Union. However, they will be required to pay Union dues as provided for in Article 4 - Union Security.
6. Summer Students shall be paid not less than the starting rate for the job classification to which they are assigned.

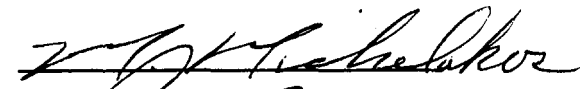

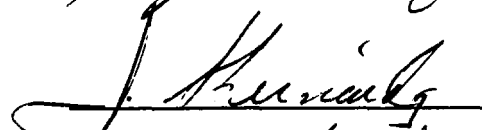


- 7. Summer Students shall not be asked or permitted to work overtime unless permanent employees in the classification in which the student is assigned are unable or unwilling to work.
  
- 8. Except as provided for above, Summer Students shall be covered by all other provisions of the collective agreement.

Signed this 2 day of December 1998 .

FOR THE COMPANY

  
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FOR THE UNION

  
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**NEW: LIFELINE FOUNDATION**

The company and the Union agrees to co-operate in encouraging employees with mental illness, alcohol, drug or personal problems to avail themselves of the assistance of "Lifeline, and further, the Company agrees to such membership in the Lifeline foundation and to contribute financial support on the following basis:

They agree to match the contribution of the Union Local towards Lifeline, up to the maximum amount of five dollars (\$5.00) per year, per employee.

**NEW: DAY OF MOURNING**

The employee recognizes April 28 as the annual day of remembrance for workers killed or injured on the job and will pay eight (8) hours lost time for one (1) employee selected by the Union to attend Day Of Mourning events.

LETTER OF UNDERSTANDING  
NEW: FREEDOM FROM HARASSMENT

Fenwick Automotive Products is committed to maintaining a work environment which guarantees all employees the right to freedom from harassment in the workplace.

All employees have the right to work in an environment which does not subject them to harassment because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, political beliefs, age, sex (including pregnancy), sexual orientation, record of offenses, marital status, family status, physical or mental disability, and employment status or position within the company.

The company accepts as a matter of normal business practice the freedom from harassment provisions of the Ontario Human Rights Code.

This commitment is binding on all employees and any violation of this policy will be vigorously and actively pursued by the company designate.

WHAT IS WORKPLACE HARASSMENT?

Harassment refers to any comment or conduct by a director, manager, supervisor or co-worker which undermines an employee's health, job performance, workplace relationships or endangers any employees's employment status or potential.

Racial, ethnic or religious harassment includes any comment or conduct which either ridicules or which might be considered as a slur against an employee's race, ethnic origin, colour, ancestry or religion.

Examples of racial harassment may include, but are not limited to:

displaying derogatory and other offensive materials/graffiti, which relate to race, ethnic origin or religion;

\* insulting gestures or jokes which **relate to** race, ethnic origin or religion;

\* refusing to work with employees **because of their racial,** ethnic or religious background;

Sexual **harassment includes any unwanted sexual comments,** suggestions, physical contact or coercion which the employee find **objectionable or offensive or causes** discomfort or embarrassment.

Examples of sexual harassment may include, but are not limited to:

\* Unwelcome **remarks, jokes and innuendos about an employee's body, dress or sex;**

\* **persistent leering or suggestive looks:**

\* **displaying pornographic and other offensive materials:**

\* unnecessary physical contact such as touching, brushing against, grabbing and pinching;

\* **pressure for personal relationships or sex;**

\* **intimidation or threats of reprisal if personal relationships or sexual advances are rejected;**

\* **physical assault;**

\* **a sexual solicitation or advance (e.g. a request for sexual favours or an inappropriate invitation to dinner) made by a person who is in a position to confer or deny benefit (e.g. director, manager, supervisor) when that person knows, or ought to reasonably know that such conduct is unwelcome.**



#### WHERE IS THE WORKPLACE?

The workplace includes, but is not limited to, the offices, buildings and vehicles owned and operated by Fenwick Automotive Products.

Harassment at the workplace will be considered to have occurred where an incident takes place in a location where any business of Fenwick Automotive Products is conducted.

#### WHO BEARS RESPONSIBILITY FOR HARASSMENT?

There are two groups of people who bear responsibility for harassment:

- \* the harasser, i.e. the person whose comment or conduct is unwelcome when that person knows, or ought reasonably to know, that such comment or conduct is unwelcome;
- \* any person who is in a position to prevent or discourage harassment (i.e. director, manager, supervisor) and who does not exercise this responsibility when that person knows, or ought reasonably to know that harassment is taking place.

Since it is the role of the supervisor to be reasonably aware of the conduct of their staff, supervisor may bear some responsibility for the harassment of and by their staff.

Supervisors who do not exercise their responsibility to prevent or discourage harassment of and by their staff may be guilty of violating this policy as if they had committed the harassment themselves.

#### THE COMPLAINT PROCEDURE

In order to ensure that a harassment-free work environment is maintained, it is essential that employees initiate a complaint if they feel that a right under this policy has been violated.

In many situations, simply informing an individual that their comment or conduct is unwelcome may resolve the issue. The policy recognizes, however, that in certain circumstances, i.e. where a supervisor's comment or conduct is unwelcome, it could be unreasonable for an employee to complain to the person who is harassing them. This policy, therefore, while encouraging employees to resolve the situation themselves, places no obligation on an employee to first confront the harasser in order to initiate a complaint.

\* An employee may wish to bring the complaint to the attention of a supervisor, manager, director and the Union.

Unless resolved by conversation or discussion with the manager or supervisor, no matter what route is used to initiate a complaint, the manager, supervisor or representative of the union, who first received the complaint of harassment must, within three (3) working days of receipt, notify the Human Resources Manager, in writing, as to the nature of the complaint. Within the same time frame, a copy of the documented complaint must also be given to the employee who initiated the complaint as well as to the person against whom the complaint was made and the union.

Following full and confidential investigation of the complaint by the appropriate director, manager, supervisor and the Union, which includes the right of the person against whom the complaint

was made to fully respond to the allegations, the Human Resources Manager and the Union must be notified in writing, within three (3) working days, as to the outcome or resolution of the complaint. Within the same time frame, a copy of the documented complaint resolution must also be given to the employee who initiated the complaint as well as to the person against whom the complaint was made.

It is ultimately the responsibility of the Company and the Union to ensure that:

- \* the complaint of harassment is investigated;
- \* all necessary steps to resolve the complaint have been taken;
- \* measures to prevent a recurrence have been initiated.

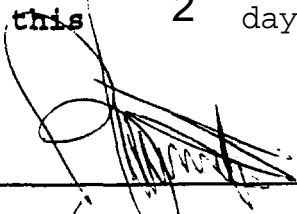
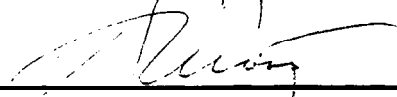
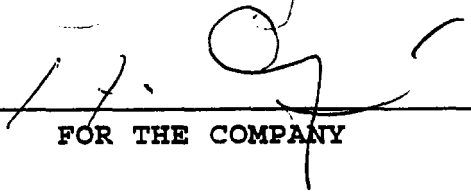
All employees have a right to make a complaint or enforce their rights under this policy without reprisal or threat or reprisal.




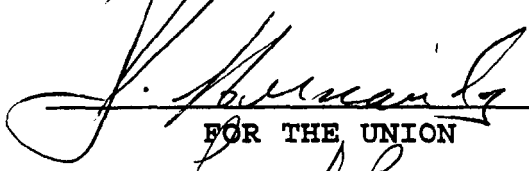
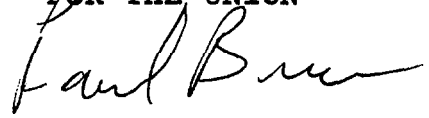
#### RESOLUTION OF COMPLAINT

If harassment is found to have occurred, then disciplinary measures will be taken up to and including suspension or discharge. Documentation of the complaint investigation and disciplinary measures will be placed in the employee file of the harasser. If there is no finding of harassment, no documentation of the complaint, or any matters relating thereto, will be placed in the employee file of the alleged harasser.

Employees reserve the right to resort to the grievance and arbitration steps as stated in the agreement.

Signed this 2 day of December, 1998.

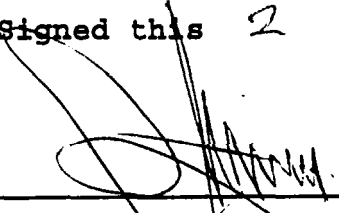
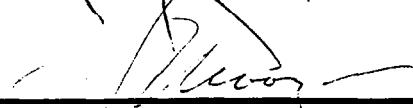
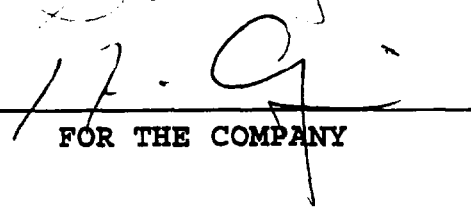
  
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FOR THE COMPANY

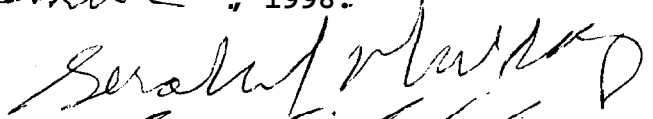
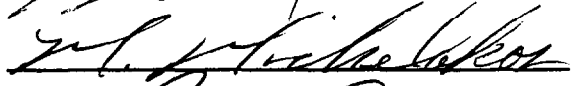

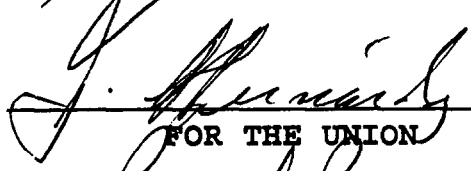

  
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FOR THE UNION  
  
Paul Brun

LETTER OF UNDERSTANDING

The Employer and the Union agree to form a joint "Accommodation Committee" consisting of one representative from the Union and one representative from Management. The committee shall be given copies of all Form 7's and shall be present in all discussions regarding return to work protocol and may attend meetings if they so desire.

Signed this 2 day of December, 1998.

  
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FOR THE COMPANY

  
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FOR THE UNION  
  
Paul Brun

LETTER OF UNDERSTANDING

May 20, 1998

TO: ALL PLANT EMPLOYEES

In order to avoid any misunderstanding and to clarify procedures to be followed in the orderly running of the Plant, the following policies will be adhered to 100% by the company for the following specific situations:

1. Transfers to Teardown

Transfers to Teardown shall only take place due to shortage of work in assembly or non-teardown areas. Any such transfers shall only be done on the basis of seniority (within the department affected). There will not be any transfers or threats **or** transfers to teardown for any other reasons, such as disciplinary action.

2. Higher rates of pay when an employee is transferred to a higher paying job (temporary transfers and permanent transfers)

Effective immediately, all transfers shall be recorded on the A Employee Transfer Form~~s~~ by the Supervisor of the Department where an employee is transferred to. The supervisor shall record the Name, Clock Number, description of the job, time started and time completed. The form shall be signed by the supervisor

of the department. These forms shall then be handed in directly to the H.R. Manager who then shall check the information as per the collective agreement and shall authorize such pay change to Payroll Department.

Department supervisors are responsible and accountable for proper recording of such transfers. The employee is not required to request such change. However, shall the employee believe there has been an omission, he/she shall request directly to the H.R. Manager for investigation. The H.R. Manager shall then discuss such requests directly with the Department Supervisor.

3. The company and its management agrees not to belittle or threaten any employee as a form of discipline. The company and its management agrees to use dignity and protocol when dealing with any disciplinary action.

The Fenwick family and Management wants to assure everyone that these guidelines will be followed in order to create a better and more efficient working environment and for the wellbeing of the company and its employees.

GORDON FENWICK  
Vice President  
General Manager

