

AGREEMENT

BETWEEN

**MERITOR AUTOMOTIVE
OF CANADA INC.
TILBURY PLANT**

and

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA
(C.A.W. - CANADA)
AND ITS LOCAL UNION NO. 1941**



**EFFECTIVE
JUNE 4, 2000 - JUNE 3, 2003**

INDEX

ARTICLE	PAGE
11 ADMINISTRATION OF DISCIPLINE	22
43 ATTACHED LETTERS	86
38 BENEFITS	77
32 BEREAVEMENT PAY	62
10 BIDDING	12
7 CHECKOFF	7
29 CHRISTMAS BONUS	57
42 CONTRACT TERM	85
24 GENERAL WAGE INCREASE	49
12 GRIEVANCE PROCEDURE	23
39 GUARANTEED INCOME SUPPLEMENT	81
19 HEALTH & SAFETY	35
27 HOLIDAYS	50
9 HOURS OF WORK	11
16 INDEFINITE LAYOFF	29
20 INJURY ON THE JOB	41
33 JURY AND WITNESS DUTY	63
35 LEADHANDS	72
31 LEAVE OF ABSENCE	59
3 MANAGEMENT'S RIGHTS	3
40 NEW CLASSIFICATIONS	82
4 NON-DISCRIMINATION	3
22 OVERTIME	47
21 OVERTIME DISTRIBUTION	43
41 PAID ABSENCE ALLOWANCE	84
36 PRODUCTION STANDARDS	73
1 PURPOSE AND INTENT	1
17 RECALL	32
2 RECOGNITION	2
26 REPORTING AND CALL-IN PAY	50
6 REPRESENTATION	4
30 REST PERIOD	58
8 SENIORITY	9
18 SHIFTS	33
34 SKILLED TRADES	64
13 STRIKES AND LOCK-OUTS	27
37 SUBCONTRACTING	76
15 TEMPORARY LAYOFFS	29
14 TEMPORARY TRANSFERS	27
28 VACATION	53
23 WAGE APPLICATION	48
25 WEEKLY PAY	49
5 WORK BY EXCLUDED PERSONNEL	4

AGREEMENT

This agreement is made and entered into this 4th day of June, 2000 by and between Meritor Automotive of Canada Inc., Tilbury Plant, (hereinafter referred to as the "Company") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-CANADA) and its Local Union No. 1941 CAW, (hereinafter referred to as the "Union"), through their duly authorized representatives.

ARTICLE I

PURPOSE AND INTENT

- 1.1 The purpose of the parties hereto, is to set forth their agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the Company, the Union and the Employees covered by this Agreement, to provide procedures for adjustment of grievances, to prevent lockouts, interruptions of work, work stoppages, strikes or any other interference with the work of the Company during the life of this Agreement.

OBJECT

- 1.2 The parties recognize that the success of the Tilbury Plant and the job security for the employees depends upon the Company's success in building a competitive quality product and maintaining a viable business operation.
- 1.3 Therefore, a harmonious, co-operative and responsible relationship is encouraged between the Company, its employees and the Union.
- 1.4 The Company, Union and employees agree to co-operate towards a total effort to obtain better quality and quantity of production.

ARTICLE 2

RECOGNITION

- 2.1 This Agreement is entered into pursuant to the Ontario Labour Relations Board File No. 0654-75-R, dated August 21st, 1975.
- 2.2 Meritor Automotive Canada Inc., Tilbury Plant recognizes the National Union (C.A.W.) and its Local 1941 as the sole and exclusive bargaining agent of all employees of Meritor Automotive Canada Inc., in Tilbury for all production and maintenance workers, save and except plant security, salaried clerical employees, Product Coordinator (foremen), persons above the rank of Product Coordinator (foremen), and sales employees.
- 2.3 In the event the Brake Assembly and Brake Machining work currently done as at June 4, 2000 in the Meritor Automotive Canada Inc. - Tilbury Brake Plant is transferred to a new or existing Meritor Automotive Canada Inc. Plant within the Province of Ontario, the Company will recognize the CAW as the bargaining agent of the employees there who are doing Brake Assembly and Brake Machining work, provided that those employees are not represented by or subject to a certification application by another trade union. A collective agreement will be negotiated setting out wages, working conditions, benefit levels, etc.
- 2.4 In the event the Tilbury Brake Plant is sold, the new owner will be obliged to recognize the CAW National and CAW Local Union 1941. The new automotive company will be considered as the successor as to any and all obligations set forth in the collective bargaining agreement dated June 4, 2000 between Meritor Automotive Canada Inc., and the Union.

ARTICLE 3

MANAGEMENT'S RIGHTS

- 3.1 The Company retains the sole right to hire, promote, transfer, demote, assign to shifts and layoff employees, and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 3.2 The Company also retains the **sole** right to operate and manage its business in all respects, subject only to any provisions of this Agreement specifically to the contrary, to determine the methods, products, and schedules of production to establish production standards, to transfer or subcontract work, location of production, type of manufacturing equipment and the sequence of manufacturing processes, and to change or introduce new or improved production methods or facilities, and to make and alter from time to time rules and regulations for the purpose of efficiency, safe practices and discipline, to be observed by employees, which rules and regulations shall be neither unreasonable nor inconsistent with the provisions of this Agreement.

ARTICLE 4

NON-DISCRIMINATION

- 4.1 The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, age, sex, nationality, sexual orientation, ancestry, place of origin, union membership, marital status, religious/ political affiliation, or disability. (see letter 2 Workplace Harassment).
- 4.2 Gender - wherever the male gender is used in this Agreement, it shall apply equally to the female gender.

ARTICLE 5

WORK BY EXCLUDED PERSONNEL

- 5.1 Persons excluded under the recognition clause of this Agreement (Article 2) shall not as a regular part of their jobs, perform the regular work of an employee covered by this Collective Agreement.
- 5.2 Such a supervisory employee may perform operations for the purpose of information or instruction as may be necessary in the discharge of his supervisory duties, and may also do experimental work, provided that the act of performing the aforementioned operation in itself does not reduce the hours of work of any employee.
- 5.3 Notwithstanding the above, where a supervisor does work normally performed by an employee, the employee shall observe the Product Coordinator (foremen) and will be paid at his regular earnings level while the supervisor is doing the work.

ARTICLE 6

REPRESENTATION

- 6.1.A) The employees covered by this agreement shall be represented by a plant committee of not more than five (5) members, one (1) of which will be the Plant Chairperson and one Skilled Trades Committeeperson and three (3) Committeepersons. The Union shall have the right to assign alternate Committeepersons who will function as Committeeperson only when the Committeeperson is not in his zone or absent from his area on approved Union business. The Plant Chairperson and Committeeperson, shall receive time as required to carry out their duties in administering the Collective Agreement. This time shall be agreed and authorized by a member of Management, this authorization shall not be unreasonably withheld, and will not be abused by the Plant Chairperson or Committeeperson. The Union shall be represented on the day shift by three (3) Committeepersons, the

Plant Chairperson and the Skilled Trades Committeeperson. The afternoon shift and the midnight shift employees will be represented by Committeeperson in the following manner:

- ** 1 TO 40 Employees on a shift warrants (1) one Committeeperson
- ** 41 TO 80 Employees warrants another Committeeperson
- ** 81 TO 120 etc.....
- ** and increments of 40 employees thereafter will warrant additional representation

NOTE **AFTERNOON AND MIDNIGHT SHIFT REPRESENTATION WILL INCREASE AND DECREASE IN THE MANNER STATED ABOVE. DECREASES OF COMMITTEEPERSONS WILL BE BY THE COMMITTEEPERSON'S PLANT WIDE SENIORITY AT THE TIME OF REDUCTION.

In the event that there is weekend work and a Committeeperson is not working, the Plant Chairperson or the Committeeperson shall have the right to appoint one (1) of the employees working as a Committeeperson.

6.1.B) The Company will recognize a Union Bargaining Committee of five (5) persons, which will be elected from the current Plant Committee. This committee will consist of three (3) Committeepersons along with one (1) Skilled Tradesperson and the Plant Chairperson. In addition to the above the Local 1941 president will also attend contract negotiations.

6.1.C) The Company agrees to pay the Plant Union Bargaining Committee forty five (45) hours per week at the applicable rate for time spent during contract negotiations, as well as forty five (45) hours pay at the applicable rate for one week of contract preparation. The company also agrees to pay forty five (45) hours per week at the applicable rate for the CAW Local 1941 President if employed by the company, for time spent during contract negotiations, as well as forty five (45) hours pay at the applicable rate for one week of contract preparation.

- 6.2 The Union will keep the Company advised at all times of duly elected or appointed representatives who will be certified in writing to the Company by the Union at least twenty-four (24) hours prior to the effective date of assuming their representative position, whenever possible. The Company also agrees to supply the Union with a Union office equipped with a telephone, desk, chairs, filing cabinet, computer and accessories deemed necessary by management.
- 6.3 The Union shall not conduct Union activities on Company time or premises, except as herein expressly provided.
- 6.4 The Company will provide bulletin boards in a satisfactory location, for the convenience of the Union in posting notices of Recreational, Educational, Social activities, Local Union meetings and Elections. All such notices must be signed by the proper officer of the Union and approved by the Human Resources Manager, or his delegate before being posted.
- 6.5 It is understood and agreed that it is in the best interest of both the Company and the Union to correct problems and potential problems, which may result in a grievance. Therefore, the Committeeperson shall be released within a reasonable length of time upon request to their supervisor but in no event later than (30) minutes of the request.
- 6.6 All new employees will be introduced to their Committeeperson by a member of management along with the Plant Chairperson.
- 6.6.B) All new employees will receive orientation training upon hire. The Company will provide the opportunity for representation from the In Plant Union Committee, and the Joint Health and Safety Committee to attend and participate in such training.
- 6.7 The elected Plant Chairperson and the elected Skilled Trades Committeeperson will be assigned to the day shift. (See letter 10 regarding Plant Chairperson's rate of pay, hours of work)

6.8.A) The Local 1941 President (if employed by the Company) will be provided work within his classification on steady days if his seniority permits. Should his seniority not allow him to work within his own classification the Company will then place him on either the most junior employees job within the A-1 shift employees or place him on another A-1 shift job opening that is available at such time. (This day shift position will not include V1 jobs) These positions will be jobs with the least impact on the day to day operations of the plant. This privilege will not increase the Unions in-plant representation nor cause the Company to provide an additional indirect position.

ARTICLE 7

CHECK OFF

- 7.1 All existing Union members shall maintain their Union membership in good standing for the duration of the Agreement as a condition of employment.
- 7.2 It is agreed by the parties that all employees hired on or after this Agreement is in effect, shall sign a Union membership card and shall remain members of the Union as a condition of employment.
- 7.3 All new employees hired shall, as a condition of employment, become and remain members of the Union, and have deducted from their pay the monthly Union dues and shall, at the completion of the probationary period, have deducted from their pay the Union initiation fee which will be checked off by the Company.
- 7.4 The amount so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with their Constitution.
- 7.5 The Company agrees to deduct from the first pay cheque of each calendar month the monthly Union dues of each employee for the current calendar month and the Company agrees to forward to the

Financial Secretary of the Union, by cheque each month not later than ten (10) working days following the completion of the period from which deductions were made. The total amount deducted and also a list of employees from whom deductions were made and who were not checked off and the reasons specified.

- 7.6 It is understood and agreed that an employee hired after this agreement is in effect shall be discharged should he refuse to join the union, pay union dues and/or initiation fees.
- 7.7(a) There will be no deduction of dues for an employee who has worked for **less** than forty (40) hours in a month.
- 7.7(b) Any labour pool employee who works forty (40) hours or more in a month will be required to pay union dues in accordance with the CAW constitution.
- 7.8 **The** Company will, upon written authorization by the employee, deduct from the earnings of all skilled trades employees the sum of 50% of one (1) hour's pay per year in the month of January, and such deduction to be forwarded to the financial secretary of the local union. New employees will have fees deducted from the first pay following receipt of written authorization from the Canadian Skilled Trades Council.
- 7.9 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 7.10 The Company agrees to supplement regular full-time employees for lost time earnings who are absent from work at their straight time rate, provided they are on an approved and authorized union leave of absence of not more than five (5) consecutive work days. If there are situations whereby the approved leave of absence will be

longer than five days it will require personnel's approval. The President of Local 1941 and or the Plant Chairperson shall forward to the Company a list of names and the amount of lost time hours to be paid by the Company. The Company will then be reimbursed by Local 1941 C.A.W. with-in 14 days of submitting an invoice/statement to the Union.

ARTICLE 8

SENIORITY

Probationary Period

- 8.1 New employees of the Company shall be considered as probationary employees until they have been employed sixty (60) days worked within a period of twelve (12) consecutive months. However, the Company, by mutual agreement with the Union, may extend the probationary period of an employee. The continued employment of a probationary employee shall be at the sole discretion of the Company. For the purposes of this agreement, the word "employee" means a person who has attained seniority unless otherwise stated.
- 8.2 Seniority shall mean continuous employment with the Company beginning on the date and hour on which the employee began to work after being hired. A probationary employee shall not have seniority until he has completed his probationary period, as defined above. Should one or more employees commence work on the same date and hour, seniority shall be determined alphabetically, surname then first name.

Loss of Seniority

- 8.3 Seniority rights shall cease, and employment with the Company will be terminated for any one of the following reasons: If an employee:

- A) Quits
 - B) Is discharged and such discharge is not reversed through the grievance or arbitration procedure.
 - C) Is absent for three (3) consecutive regular working days unless a satisfactory reason is given and the employer can show just cause. Exceptional cases may be given consideration. (If an employee is absent for two (2) consecutive work days, the Plant Chairperson will be advised whenever possible.)
 - D) Retires or receives a pension under the Company pension plan.
 - E1) Is laid off and not recalled within thirty six (36) months from the date of his layoff, if he has less than three (3) year's seniority at the time of the layoff.
 - E2) Is laid off and not recalled within forty-eight (48) months or length of their seniority whichever is greater from the date of their layoff if he has three (3) years seniority or more.
 - F) Does not report to work within five (5) regular working days when recalled from layoff after having been notified by registered mail, return receipt requested, or telegram, at his last known address, unless a satisfactory reason is given for the employee's inability to return to work.
 - G) Those employees attaining age 65 must elect to retire the first day of the month following the month such employee reaches his 65th birthday, thus canceling his seniority.
- 8.4 Effective June 4th, 2000 employees transferred to an excluded position outside the bargaining unit will forfeit their seniority rights accordingly upon the date of transfer.
- 8.5 In the event of an employee suffering a major disability or serious illness, exception will be made to the seniority agreement in favour of such

employee if agreed on between management and the plant committee. Such exception may include the displacement of a less senior employee where necessary when an employee is reassigned in this manner, such assignment shall be subject to periodic reviews, and require the continued concurrence of both parties.

ARTICLE 9

HOURS OF WORK

- 9.1 The purpose of this article is to define the normal hours of work per day, or week, and shall not be interpreted or construed to be a guarantee of hours of work or pay per day or per week or of days of work a week.
- 9.2 The normal workweek will be forty (40) hours based on eight (8) hours per day, five (5) days per week Monday to Friday inclusive. An employee's normal workweek shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is assigned. In the case of shift schedules starting work on Sunday night, the beginning of the shift shall be construed as being a scheduled Monday shift for all intents and purposes.
- 9.3 A. The normal hours of work for employees working on a three (3) continuous shift operation will be as follows:

SHIFT ROTATION	HOURS
Day Shift	7:00 A.M. to 3:00 P.M.
Midnight Shift	11:00 P.M. to 7:00 A.M.
Afternoon Shift	3:00 P.M. to 11:00 P.M.

Those employees affected by the above hours of work will be provided with a Company paid lunch period of twenty (20) minutes as scheduled by the Company.

B) The normal hours of work for employees working on the following shifts will be:

Day Shift 7:00 A.M. to 3:30 P.M.
Afternoon Shift 3:30 P.M. to 12:00 P.M

Those employees affected by the above hours of work will be provided with an unpaid lunch period of thirty (30) minutes as scheduled by the Company. Employees affected by Section A or B will rotate shift assignments (if applicable) on a two (2) week basis as specified by the Company.

- 9.4 An employee's normal work day shall be any continuous twenty-four (24) hour period beginning with the starting time of the shift to which he is regularly assigned. For all hours asked to work preceding or following defined shifts as in article 9.3 shall be at the applicable premium rate of pay. This provision will not apply to the employee who requests to alter his shift.
- 9.5 The Company shall determine the starting time of the daily workweek, and weekly work schedules. These starting times will not be more than two (2) hours earlier or later than the employees starting times as specified above. The Plant Chairperson of the Union and the effected employees will be notified as far in advance of such changes as possible. Should starting times need to be changed greater than two (2) hours the parties agree to discuss and mutually resolve their differences in the best interest of the employee(s) and the needs of the Company.

ARTICLE 10

BIDDING

- 10.1 A) Vacancies in existing classifications may be filled temporarily for thirty (30) calendar days by the Company. The thirty (30) calendar day period may be extended if mutually agreeable.

- B) If the Company establishes that the newly created classification or vacancy is expected to last for over thirty (30) calendar days, this position will be posted within seven (7) calendar days, however if business indicators warrant an extension regarding the above this will be discussed with the plant chairperson and mutually agreed upon. It is further understood that jobs will be posted by 10:00 a.m. on Thursday and will remain posted until 10:00 a.m. on the following Tuesday.
 - C) The posting shall contain the department, classification, and shift of the position to be filled (subject to shift preference).
 - D) During the posting period those employees wishing to make application for the available opening shall indicate their desire on the appropriate form. (See Exhibit A)
 - E) The successful bidder shall be selected by each Tuesday and his replacement, if warranted will be posted within forty eight (48) hours. The successful applicant will be based on seniority, except where the senior bidder does not possess the ability.
 - F) If a qualified bid is not received it shall be filled by the Company.
 - G) In the event there is a disagreement with the selection of the employee chosen for the job, the Union shall have the right to discuss with Management the criteria used by Management to make the selection.
- 10.2 The Company will post the resulting vacancy, if necessary, in the same manner as outlined above. Vacancies resulting from the third successive bid shall be filled by the Company and involve discussion with the Union. However, if the resulting vacancy of the third bid is a single shift operation the Company will post accordingly.

- 10.3 The successful bidder is expected to meet the requirements within five (5) regular workdays after being transferred. This qualifying period will include instructions similar *to* those given to a new hire. If after five (5) regular work days of proper training the employee has failed to meet the requirements, the employee and his Union Committeeperson will then discuss and mutually agree upon with management if the need of additional days of training will satisfy the requirements of the job prior to being transferred back to his former classification if open, if not the available opening in the plant. The posted opening shall be awarded *to* the next senior qualified bidder. Such disqualification shall be counted as a successful bid as outlined in 10.4. The Company reserves the right to judge the ability of employees.
- 10.4 A1 Employees will be allowed one (1) successful bid every four (4) months. The date of the posting will commence the four (4) month period.
- 10.4 A2 Successful bidders on all CNC type operations and Fabrication welders will be allowed one (1) bid every six (6) months.
- 10.4 B In order to cancel a job bid employees must submit in writing to the Company prior to the job posting termination.
- 10.5 An employee awarded a bid must accept the job bid (as shown in Exhibit A).
- 10.6 The Company reserves the right to decrease the quantity of vacancies prior *to* the posting coming down.
- 10.7 The Company agrees to move successful applicants to the new position within thirty (30) calendar days (this time limit may be mutually extended) commencing with the date the employee is accepted on the new job. If necessary the Plant Chairperson and Manufacturing Manager will discuss manpower moves in order to move people within the guidelines of this article. Should the

employee not be assigned to the new position within ten (10) regular workdays after being accepted he shall receive the higher rate.

- 10.8 During these negotiations, it was agreed that when summer students or vacations replacements are placed on regularly posted jobs, these jobs will not be posted.

EXHIBIT A

JOB POSTING FORM

JOB OPENING NUMBER ___ 97-1A ___ DATE _____
CLASSIFICATION _____

SPIDER _____

DEPARTMENT _____ MACHINING _____

SHIFT _____

The job will probably consist of _____

and other assigned duties.

Employees wishing to transfer into this classification
please complete a Bid Form and submit it no later than

QUALIFICATIONS

Qualifications required for this opening include

Personnel Department

NOTE: All jobs are subject to shift preference language.-----

JOB POSTING BID FORM

BID NUMBER _____ JOB APPLIED FOR _____

IMPORTANT

i wish to be the successful bidder for the above job. All jobs
are subject to the shift preference language and therefore
you can be bumped by a senior employee on another shift
within your classification and department. Please indicate
your job preference if you are bidding on more than one (1) job.

NOTE YOU MUST SUBMIT A JOB POSTING BID FORM FOR
EACH JOB APPLIED FOR.

1st Choice - Job Posting No.

2nd Choice - Job Posting No

3rd Choice - Job Posting No.

Signature: _____ Date: _____

CLASSIFICATIONS AND RATES

SCHEDULE A

	RATE	CURRENT BASE	BASE EFFECTIVE JUNE 4/00	BASE EFFECTIVE JUNE 4/01	BASE JUNE 4/02
FABRICATION DEPARTMENT CLASSIFICATION					
	2	\$20.09	\$20.49	\$20.79	\$21.09
	4	\$20.24	\$20.64	\$20.94	\$21.24
17	5	\$20.34	\$20.74	\$21.04	\$21.34
	4	\$20.24	\$20.64	\$20.94	\$21.24
	5	\$20.34	\$20.74	\$21.04	\$21.34
	5	\$20.34	\$20.74	\$21.04	\$21.34
MACHINING DEPARTMENT CLASSIFICATION					
	5	\$20.34	\$20.74	\$21.04	\$21.34
	7	\$20.54	\$20.94	\$21.24	\$21.54
	5	\$20.34	\$20.74	\$21.04	\$21.34

CLASSIFICATIONS AND RATES

SCHEDULE A

	RATE	CURRENT BASE	BASE EFFECTIVE JUNE 4/00	BASE EFFECTIVE JUNE 4/01	BASE EFFECTIVE JUNE 4/02
ASSEMBLY DEPARTMENT					
CLASSIFICATION					
AXLE	3	\$20.19	\$20.59	\$20.89	\$21.19
PALLET	3	\$20.19	\$20.59	\$20.89	\$21.19
P&Q	3	\$20.19	\$20.59	\$20.89	\$21.19
LINE SEQUENCE	3	\$20.19	\$20.59	\$20.89	\$21.19
SLACK ADJUSTERS	3	\$20.19	\$20.59	\$20.89	\$21.19
SUB-ASSEMBLY DEPARTMENT					
CLASSIFICATION					
CHAMBER, WEDGES, ADJUST BOLT TAGS	2	\$20.09	\$20.49	\$20.79	\$21.09
RIVET & GRIND	2	\$20.09	\$20.49	\$20.79	\$21.09
REWORK DEPARTMENT					
CLASSIFICATION					
SALVAGE & REPAIR	4	\$20.24	\$20.64	\$20.94	\$21.24
LEAD HAND DEPARTMENT	<i>See</i> ARTICLE 35				

CLASSIFICATIONS AND RATES

SCHEDULE A

	RATE	CURRENT BASE	BASE EFFECTIVE JUNE 4/00	BASE EFFECTIVE JUNE 4/01	BASE EFFECTIVE JUNE 4/02
INSPECTION DEPARTMENT					
CLASSIFICATION					
FLOOR	4	\$20.24	\$20.64	\$20.94	\$21.24
LAYOUT & RECEIVING	4	\$20.24	\$20.64	\$20.94	\$21.24
MATERIAL HANDLING DEPT.					
CLASSIFICATION					
TOOL CRIB/STORE ROOM	2	\$20.09	\$20.49	\$20.79	\$21.09
CENTRAL PAYOUT & STOCKROOM	3	\$20.19	\$20.59	\$20.89	\$21.19
PRODUCTION LIFT TRUCK	2	\$20.09	\$20.49	\$20.79	\$21.09
SERVICE PACKING	2	\$20.09	\$20.49	\$20.79	\$21.09
SHIPPING & RECEIVING	2	\$20.09	\$20.49	\$20.79	\$21.09
STACK & BAND	3	\$20.19	\$20.59	\$20.89	\$21.19
SHIPPING AND RECEIVING CHECKER	3	\$20.19	\$20.59	\$20.89	\$21.19

CLASSIFICATIONS AND RATES

SCHEDULE A

CLASSIFICATION	RATE	CURRENT BASE	BASE EFFECTIVE JUNE 4/00	BASE EFFECTIVE JUNE 4/01	BASE EFFECTIVE JUNE 4/02
MAINTENANCE DEPARTMENT					
CLASSIFICATION					
JANITOR	3	\$20.19	\$20.59	\$20.89	\$21.19
OILER & GREASER	5	\$20.34	\$20.74	\$21.04	\$21.34
ELECTRODEPOSITION					
PAINT LINE ATTENDANT	6	\$20.39	\$20.79	\$21.09	\$21.39
SKILLED TRADES DEPARTMENT					
CLASSIFICATION					
ELECTRICIAN	8	\$24.50	\$25.10	\$25.60	\$26.10
INDUSTRIAL TRUCK REPAIR	8				
MACHINE REPAIR	8	\$24.50	\$25.10	\$25.60	\$26.10
TOOL CUTTER GRINDER	8	\$24.50	\$25.10	\$25.60	\$26.10
TOOL & DIE MAKER	8	\$24.50	\$25.10	\$25.60	\$26.10

PAY RATE REFERENCE

2. PAINT LINE AND WASHER, CHAMBER, WEDGES, ADJUST BOLT, TAGS, RIVET AND GRIND, TOOL CRIB/STORE ROOM, PRODUCTION LIFT TRUCK, SERVICE PACKING
3. BRAKE AND AXLE ASSEMBLY, PALLET ASSEMBLY, LINE SEQUENCE, AND STACK AND BAND, SHIPPING AND RECEIVING, SHIPPING AND RECEIVER CHECKER. SLACK ADJUSTERS, CENTRAL PAYOUT & STOCKROOM, JANITOR
4. HAND MIG WELDERS, BRAKE SHOE FABRICATION, SALVAGE AND REPAIR, INSPECTION.
5. BRACKET WELDERS, BRAKE SHOE WELDERS, CAMSHAFT/SPIDER MACHINING. OILER AND GREASER, BRACKET MACHINING.
6. ELECTRODIE POSITION PAINT LINE ATTENDANT, QPP REPLACEMENT REP / SEE LETTER #32
7. BAR LATHES
 - a. SKILLED TRADES, PLANT CHAIRPERSON

All certified 1st aiders will receive \$0.20 per hour worked (above their current rate), provided they are actively fulfilling their duties as a 1st aider.

Employees working in Rivet And Grind classification will receive an additional \$0.20 per hour worked.

ARTICLE 11

ADMINISTRATION OF DISCIPLINE

- 11.1 A) When an employee is called into a meeting to discuss his alleged misconduct, which may result in disciplinary suspension or discharge, the Plant Chairperson and/or committee person shall be given an opportunity to be present.
- B) Prior to administering the above suspension or discharge a meeting will be held with the Plant Chairperson and/ or the Committee person having jurisdiction regarding the Company's intentions.
- 11.2 (a) No disciplinary action shall be held against the record of any employee if it is not administered within three (3) working days after discovery of the incident.
- 11.2 (b) In the case of absenteeism or tardiness discipline must be administered within six (6) working days of the last occurrence.
- 11.3 No such derogatory notation placed against the record of any employee shall be used for the purpose of taking further disciplinary action against him after a period of twelve (12) months has lapsed following the issuance of such notice.
- 11.4 If an employee is requested to stay over on the third shift regarding a disciplinary meeting or investigation, he shall be given a 24 hour notice of such meeting, if requested.
- 11.5 An employee who has not completed his probationary period as specified in Article 8 of this collective agreement may be discharged for cause and/or a specific reason provided that the discharge is not arbitrary, discriminatory or in bad faith.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1 Should any grievance arise between the Company, an employee, a group of employees, or the Union as the case may be as to the compliance of either party with any of the provisions as set forth herein, such grievance shall be handled in the following manner:
- A) Grievances shall be presented or adjusted during normal working hours without **loss** of pay. Such grievances or processing of such grievances shall be kept to a minimum.
 - B) No Committeeperson, or alternate shall leave his job to handle a grievance until he has first obtained permission from his supervisor. (Committeeperson, or alternates shall be released within a reasonable length of time in no event later than 30 minutes of the request). The Committeeperson, or alternate shall notify his supervisor upon returning to his department.
- 12.2 **STEP ONE**
An employee with the assistance of his Committeeperson, or alternate, having a grievance will discuss the matter with his supervisor and the supervisor will give an answer to the employee. Such alleged grievance must be presented to the supervisor by the affected employee within three (3) regular working days of the day of such alleged occurrence, except for a clam for back wages where the circumstances of the case made it impossible for the employee to know that he had grounds for such a claim prior to the date of the written grievance. Any such claim shall be limited retroactively to a period of sixty (60) days prior to the date of the written grievance. Should the matter be unresolved following such discussion it shall be dealt with as speedily and effectively as possible in accordance with the following procedure.
- 12.3 **STEP TWO**
- A) An employee's grievance which is not resolved in Step 1 shall be reduced to writing, on forms

provided by the Company, signed by such employee or the Union and his Committeeperson, or alternate and submitted to his foreman within three (3) regular work days after receiving the supervisor's answer. The supervisor shall render his decision in writing no later than the third work day following the day on which he received the grievance.

- B) An employee who received disciplinary time off from work may file a written grievance in this step in accordance with the procedure above.

12.4 STEP THREE

- A) If the Step 2 decision is to be appealed the appeal shall be in writing signed by the aggrieved employee, employees or the Union and the Plant Chairperson. Such appeal shall be presented to the Human Resources Manager by the Plant Chairperson within three (3) regular working days of the supervisor's decision.
- B) An employee who is discharged may file a written grievance in this step within three (3) regular workdays from the date of discharge. Any employee being discharged or suspended shall have the right to discuss his discharge or suspension with his Committeeperson and/or the Plant Chairperson prior to leaving the Plant.
- C) The Human Resources Manager and the Union Committee shall meet and discuss the grievance in an attempt to resolve it. This meeting will be held within three (3) regular work days of the Human Resources Manager's receipt of the grievance. The Human Resources Manager shall give his written answer within five(5) regular work days following the date of the Step 3 meeting.

Policy Grievance

- 12.5 The Plant Chairperson or acting Plant Chairperson may file a policy grievance. A policy grievance is one which alleges a misinterpretation or violation of this agreement and which would not otherwise be resolved at lower steps of the grievance procedure

because of the nature and scope of the subject matter of the grievance. A grievance under this section shall be lodged beginning at step number two (2) not later than three (3) regular working days following the date on which the alleged circumstances giving rise to the grievance originated or occurred.

12.6 A grievance not appealed from the Company's last disposition within the time limits and manner specified herein, shall be considered as having been adjusted to the satisfaction of the employee and the Union on the basis of the disposition last made and shall not be eligible for further appeal.

12.7 A) After exhausting the Grievance Procedure, either party may request that a grievance be submitted to arbitration. A Notice to Arbitrate shall be made, in writing, to the other party within ten (10) regular workdays after the date of the Step 3 decision. The Notice to Arbitrate will indicate the arbitrator for that grievance from the following list:

Daniel Baum
Daniel Harris
Brian Langille
Michael Watters
Ian Hunter
Gail Brent

Arbitrators will be selected in the order they appear on the list above; starting with the top of the list and moving to the bottom in the order that written Notices to Arbitrate are received. In the event that the arbitrator is no longer available to arbitrate, that particular case will be referred to the next arbitrator on the list. Should the schedule of the selected arbitrator be such that he is not available for a significant period of time, the parties may mutually agree, in writing, to move to the next arbitrator on the list. The expense of the arbitrator shall be equally divided between the Company and the Union.

- 12.7 B) The parties recognize those rights to expedited arbitration that exist under the Ontario Labour Relations Act.
- C) In the event the parties agree upon the grievance going before an independent mutually agreed upon Settlements Officer, the plant Chairperson, the grievors committee person and the grievor will be allowed time off the job to attend the meeting. Should the employee or his committee person be on a shift other than the day shift the Union will co-operate with the Company so that it is not required of the Company to pay premium time for such meetings. The cost associated with the Settlement Officer will be divided between the Company and the Union.
- 12.8 Grievances within the meaning of the grievance procedure, and of this arbitration clause shall consist only of disputes about the interpretation, application, or administration of particular clauses of this Agreement and any questions as to whether a matter is arbitrable. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union, nor shall he exercise any responsibility or the function of the Company or the Union. The arbitrator has the right to adjust or modify a disciplinary action. Employees have the right to grieve alleged violations of fringe benefit programs.
- 12.9 An award shall in no case be retroactive to a date more than sixty (60) days prior to the date of the written grievance.
- 12.10 The time limits as outlined in Article 12 may be extended by mutual written agreement of the parties.

ARTICLE 13

STRIKES AND LOCKOUTS

- 13.1 There shall be no strikes or lockouts so long as this Agreement continues to operate. The Company and the Union agree to abide by the Ontario Labour Relations Act in regards to strikes and lockouts.
- 13.2 No officer, official or agent of the Union shall call or authorize or threaten to call or authorize an unlawful strike or counsel, procure, support or encourage an unlawful strike or threaten an unlawful strike.
- 13.3 The Union agrees that should an unlawful strike develop, the officers and agents of the Union will take the necessary action with the employees in violation to cease the violation and follow the terms of this Agreement.
- 13.4 Any violation of this provision shall be the subject of disciplinary action, including discharge.

ARTICLE 14

TEMPORARY TRANSFERS

- 14.1 A temporary transfer for any vacancy that occurs for whatever reason for a period of up to thirty (30) calendar days, (this time period may be extended if agreed upon in writing) will be filled by the Company in the following manner. (Note - All Employees temporarily transferred will receive the higher applicable rate of the two positions for that day and all subsequent days of the temporary transfer). This clause will not be abused to avoid the job posting provision of this agreement.
- 14.2 The Company will utilize the employees within the same classification, on the same shift /department for the purpose of temporary transfers prior to transferring any other employees into the classification.
- 14.3 Temporary transfers will be offered to senior qualified employees. If the employer is unable to fill

the transfer after having asked senior qualified employees, the employer will assign the junior qualified employee. The Company reserves the right to judge the ability of employees.

14.4 Employees will be issued their respective transfer slip prior to the completion of the shift of which he was transferred.

14.5 When a regular posted employee is to be off work for a known duration of time greater than thirty (30) regular workdays, that such job will be temporarily posted. The temporary job opening will be filled in accordance with Article **10** and his job will be filled by the Company for only the duration of the temporary posting.

The employee who was accepted for the temporary opening will not be allowed to post for another temporary opening unless he has returned to his own classification or posted to another permanent opening. This procedure will allow the employee who is absent from work to return to his own job provided when he returns his seniority allows such.

This temporary opening will only be posted if the Plant Chairperson and Human Resources mutually agree that the opening is for a period greater than thirty (30) regular workdays.

14.6 To help alleviate situations where employees are temporarily transferred to prior classifications after bidding into a new classification the Company will increase its training in known affected key operations. The newly trained employees will provide both the Union and Company with greater flexibility when dealing with temporary manpower requirements. The Union agrees to jointly work with the Company to ensure plant flexibility and customer satisfaction is maintained.

The Company agrees to discuss with the Union its criteria used for a transfer when there is dissatisfaction on behalf of the transferred employee.

It is recognized by the parties that article **14.6** will not affect the current daily transfers.

ARTICLE 15

TEMPORARY LAYOFFS

- 15.1 When temporarily reducing the work force due to operational requirements which are of a temporary nature, and are less than five (5) regular work days, employees directly affected may be laid off by classification, department and shift without regard to seniority. However, the Company agrees to first layoff the most junior employees in the affected classification, department and shift provided the employees with higher seniority possess the ability to satisfactorily perform the work.
- 15.2 When an employee has been laid off more than a total of eighty (80) hours in a twelve (12) month period he may exercise his seniority within his classification and shift before being laid off, providing he possesses the ability to perform the work satisfactorily.
- 15.3 In the event of a temporary layoff of any nature the Company will attempt to notify affected employee(s) by phone with a committee person present two (2) hours prior to their shift commencement. In the event that the Company fails to attempt to notify an employee affected by a temporary layoff following the above procedure, the employee, should he report for work, shall be entitled to four (4) hours work or four (4) hours pay in lieu thereof.
- 15.4 The Company shall give 24 hours advance notice of a temporary layoff that will exceed the time period specified in Section 15.1.

ARTICLE 16

INDEFINITE LAYOFF

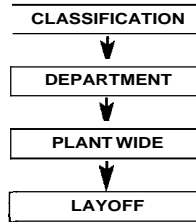
- 16.1 Whenever a layoff becomes necessary, the Company will post a notice on the plant bulletin board of such layoff in accordance with the Ontario Employment Standards Act.

- 16.2** A) When it is necessary to reduce the workforce, layoff will commence with probationary employees provided seniority employees are available and able to do the work. The most senior employee in the Plant shall be the last laid off, providing he perform the work required satisfactorily within five (5) regular scheduled working days and has been provided proper training.
- B) The Plant Chairperson shall be given the opportunity to be present while employees are exercising their bumping rights.
- 16.3** When in a position to exercise his bumping option as in 16.5 (B) (1) the employee must make his decision without delay.
- 16.4** All employees retained shall be on the basis of their seniority and ability to do the work available, but in the event that a seniority employee disputes the Company's judgment of his ability to perform the work available, he shall have the right to request a five (5) regular workday period to demonstrate his ability to perform the work in accordance with accepted Company standards.
- 16.5** When the number of employees working in a classification or department must be reduced it shall be done in the following manner:
- A) The most junior employee(s) within the affected classification shall be the first laid off.
- B) 1) When the most junior employee(s) within his classification is laid off he shall displace the most junior employee within his department, provided he can perform the job within 5 regular workdays.
- 2) Should there be no junior employee(s) within his department, he may exercise his plant wide seniority and displace the most junior employee in the plant.
- C) Once the most junior employee(s) within the department is laid off he shall displace the most

junior employee within the plant providing he can perform the job within five (5) regular work days.

- D) Should any affected employee fail to perform the work satisfactorily within five (5) regular work days, he shall be laid off, and no employee then assigned to such work shall have any claim to retroactive pay for such period.
- E) Employees displaced as a result of the plant wide bump, shall be laid off.

16.6 When **due** to a reduction of the number of employees in a classification not resulting in a layoff of employees from the plant, the employees affected shall be allowed bumping rights as per Section **16.5**.



16.7 It is understood that some jobs cannot be performed satisfactorily within five (5) regular work days **due** to their complexity, and that employees without prior experience will not be permitted to bump to such jobs unless they would be indefinitely laid off from the plant, then those employees upon request would be granted a ten (10) working day trial period to qualify on the jobs listed below:

- Paint Line Attendant
- Fabrication Welders
- All C.N.C. Type Operations (as listed in the classifications chart)

16.8 All affected employees will be assigned to their former classification when vacancies develop, and such vacancies need not be posted for a ninety working day period from the date of lay-off. Should

there be a need to increase the manpower affecting the laid off employees classification and another non classified employee is placed in the classification then the senior effected employee shall renew his ninety (90) working days from date of the temporary transfer.

This clause will not be abused to avoid the assignment of employees to their former assignments.

- 16.9 Affected employees will be given instructions similar to a new hire, during the five (5) regular working day period in this article if necessary.
- 16.10 In the event of an Indefinite Layoff the Plant Chairperson and Committee person shall have super seniority as long as they hold their Union Position on their shift. Furthermore, the Plant Chairperson shall be considered as having the most super seniority. All others with super seniority shall have relative ranking in accordance with their Plant wide seniority.

ARTICLE 17

RECALL

- 17.1 The most senior employees will be recalled to work first, providing they can perform the work required satisfactorily within five (5) working days. Such employees will be assigned to their former jobs when vacancies develop, and such vacancies need not be put up for bid. Any job, which results from above, need not be posted. The above vacancies may only be kept open for 90 working days from the date of layoff. The procedure for recalling employees shall be as follows:
- A) Employees who have telephones may be notified by telephone, or registered letter. The Company will record the time, date, and person receiving the call. A Union representative will be in attendance.

B) Employees unable to be contacted by telephone shall be notified of their return to work by mail, return receipt requested, or by telegram at the address last furnished to the Company. Employees must notify the Company of any change of address and/or telephone numbers. A copy of such changes of address and/or telephone numbers shall be supplied to the Financial Secretary of the Local Union.

17.2 The Company shall have the right to recall employees out of line of seniority on excluded **jobs**. (As per Article 16.7) However, if the Union in-plant committee feels a more senior laid off employee has the ability to perform the excluded job, a meeting will be held between the Union and Management to discuss the employees qualifications prior to the junior employee being recalled.

17.3 The Company agrees the committee person will be first returned to his shift in case of a shift start up provided the committee person is an active employee and able to perform the work required satisfactorily within five (5) work days.

ARTICLE 18

SHIFTS

18.1 An employee assigned to the afternoon or midnight shift shall be paid a premium in addition to his straight time hourly rate for actual hours worked.

18.2 The following shift premium shall apply when an employee regularly starts to work within the period of times indicated.

2:00 P.M. - 7:59 P.M. - (Afternoon Shift)
8:00 P.M. - 1:59 A.M. - (Midnight Shift)

Afternoon Shift	Midnight Shift
\$.50	\$.80

18.3 However, should the Company on a Saturday or Sunday, schedule the afternoon shift for 4 hours or

more and commence such shift between 11:00 a.m. and 1:00 p.m. the appropriate shift premium will be paid.

- 18.4** Senior employees shall have the right to exercise their shift preference and displace the most junior employee on another shift rotation as follows (refer to Letter #19, Continuation of Rotating Shifts):
- A) Senior employees must first fill the job posting opening and qualify on the job prior to being allowed to select his shift rotation in conjunction with his seniority at the time of the posting.
 - B) Then for any other shift preference moves the senior employee must hold the same classification as the junior employee he wishes to displace and be capable of doing the work.
 - C) The junior employee being bumped must be working on a different shift rotation than the senior employee doing the bumping (e.g.). Senior employees working in a two (2) shift rotation can only bump into steady day jobs or three (3) shift rotation jobs if his seniority warrants.
 - D) Shift preference may be exercised each six (6) months within the employees classification following the last date of application.
 - E) Employees within the classification will not be allowed to use shift preference when an employee is transferred as per Article 14.
 - F) Employees will be limited to one bump of a summer student per summer and this will not constitute a bump as per Art. 18.4 D
- 18.5** However if an employee is bumped through indefinite layoff, or through another employee exercising his shift preference, or bids to another classification he shall be allowed to exercise his shift preference within his new classification and department. It is further understood that employees will not be allowed to bump other employees within their own shift rotation.

- 18.6 Employees will not be allowed to exercise their shift preference to displace Committee person as long as they hold their Union position on their shift.
- 18.7 Any day shift openings resulting from vacations will be offered to the most senior employee(s) in the classification unless it interferes with the students regular rotation. This language will not circumvent the job posting procedure.

ARTICLE 19

HEALTH & SAFETY

- 19.1 The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices and give proper attention to the elimination of conditions of employment which are a hazard to the health or safety of the employees.
- 19.2 The Union agrees to assist the Company in promoting the Occupational Health and Safety Act and amendments thereto. (See Letter #3 - Minimum Legislation)
- 19.3 The Company will continue to supply such protective equipment and protective clothing at no cost to the employee as is required to insure the health and safety of the employees on the job.
- 19.4 A) There will be a Joint Health and Safety Committee consisting of at least three members of Management and one Union Health and Safety representative on each of the three shifts. The Plant Chairperson will also be on the Health and Safety Committee. If there is no Union Health and Safety Representative on a shift, the Union Co-chair will appoint an alternate Health and Safety Representative. There shall be a monthly safety tour of the Plant conducted by the on-shift Health and Safety Representative, and the Plant Chairperson and a member(s) of Management that will make recommendations for the purpose of improving

the safety and health of the plant personnel. Both parties may select an alternate representative in their absence. The committee will have Co-chairpersons, one (1) selected by the Union and one (1) selected by Management. Three Union Members of the Joint Health and Safety Committee will receive the training required by the Occupational Health and Safety Act in order to become certified. The Company agrees that the co-chairpersons will receive their certification training through the Ontario Federation of Labour in order to comply with the Health and Safety Act.

- B) The total committee will meet at least once every month and the co-chairperson's of this committee will develop an agenda and submit to the committee a week in advance of such a meeting. Copies of these minutes will be available for the alternates.
- C) As set forth in the Occupational Health and Safety Act, Province of Ontario, each party to this agreement will have the co-chairperson or the Health and Safety Representative accompany any Ontario Ministry of Labour, Industrial Safety Branch official or Corporate Health and safety Professional on his scheduled plant audit and /or inspection tour. If the shift Health and Safety Rep is not available in the plant at the time of inspection, the Union Joint Health and Safety Committee Co-chair will be called in. The results of such audits and /or inspections will be placed on the agenda and reviewed at the next regularly scheduled meeting of the Joint Health and Safety Committee.
- D) Any accident where an employee is critically injured or there is a fatality, will be investigated jointly by the co-chairpersons. Should an accident occur that results in a lost time injury it shall be investigated by the on shift Health and Safety Representative and a member of Management.
- E) The Union will receive the Worker Copy of the WSIB Form 7's and a copy of the Supervisor's

Accident Investigation (as per letter #7). This information may be used by the JH&SC to make health and safety recommendations to management.

- 19.5 Both parties in making their appointment shall be motivated by the need for selecting people who will **be** best capable of promoting safety throughout the plant. This committee will act in an advisory capacity and in accordance with the Occupational Health and Safety Act.
- 19.6 A) The Company shall continue to monitor both chemical and physical hazards when appropriate within the plant with proper monitoring equipment supplied by the Company. The Union's Health and Safety committee shall **be** trained in the use of all such equipment and may, upon request, assist the Company's representative in taking these samples.
- B) The current Company monitoring equipment is for noise, air sampling, confined space atmosphere, and sewer contaminants. Should the Company purchase additional monitoring equipment, the Joint Health and Safety Committee will be trained in the use of this equipment along with the current monitoring equipment. The company also agrees to conduct air monitoring for weld fume exposure. The company will appoint a competent person to conduct the monitoring, who will consult with the Union Joint Health and Safety Committee Co-chair or their designate regarding the testing procedures. The company is also committed to taking action to reduce workplace weld fume, if employee exposure is at 50% (2.5 mg./m³) of the current TWAEV listed in the Ontario Regulation for exposure to Biological and Chemical agents - Reg 833 as amended by Ont. Regs. 513/92; 597/94.
- C) The Company agrees to provide the Union Health and Safety representative with additional Health and Safety related tasks in conjunction with the testing procedures as mentioned in A) and B) above.

- 19.7** An employee who has a complaint concerning health and safety will discuss the matter directly with his Supervisor. If the complaint is not resolved the employee may take the complaint up with the on shift Health and Safety Representative who will meet with the appropriate member of Supervision to resolve the complaint. If the complaint is still not resolved, it may be processed through the grievance procedure. Nothing in this article precludes an employee from exercising his rights provided by any Provincial or Federal legislation regarding health and safety.
- 19.8** The Company will continue to provide at no **cost** to the employee on a voluntary basis who are exposed to potentially harmful agents or toxic materials, those medical services, physical examinations and other tests including audio metric and lung functional examinations annually or to the extent necessary to determine whether the health of such employee is being adversely affected. These tests will be done during the employees hours of work and the Company will coordinate the transportation needs if required.
- 19.9** No employee will be disciplined because he acted in compliance with the Occupational Health and Safety Act as it is written or hereafter amended.
- 19.10** It is agreed that the C.A.W.-NATIONAL Health and Safety Representative will be permitted, with advanced arrangements, to enter the plant and participate in a safety inspection or accident investigation in the Company of the Union and Management representatives for the purposes of making recommendations to Union and Management to prevent a reoccurrence.
- 19.11** The Company agrees to continue its educational training practices for the Joint Health and Safety Committee and the employees, in order to improve their awareness in the workplace and to comply with the Occupational Health **and** Safety Act requirements This training will be conducted jointly, whenever possible, by the two **(2)** Co-chairpersons. The Company agrees to train the Union Health and Safety Committee in Health and Safety Law within

the lifetime of this agreement, which will be done by the Workers Health and Safety Center.

- 19.12 A) It is recognized by both parties that a lock-out/tagout procedure has been implemented at the plant. The Company will review this procedure with the joint health and safety committee giving them the opportunity to make recommendations designed to improve upon the procedures as required. This lock-out/tagout training will be provided to those employees the Joint Health and Safety Committee deems necessary. This training along with WHMIS and Job Hazard Analysis training will be reviewed by the Health and Safety Committee once per year for the purpose of establishing employee retraining requirements.
- 19.12 B) The committee shall review the work areas in the plant to determine any confined spaces. If an employee(s) is required to enter a confined space, these employees will be properly trained and shall have access to equipment deemed necessary by the joint Health and Safety Committee prior to entry in accordance with the Ontario Regulation 67-71.
- 19.12 C) A Noise Abatement procedure will be maintained in the plant where the noise level reading is at 90 decibels or greater in accordance with regulation 851, sec. 139, for industrial establishments. Upon new equipment entering the plant, the Company will make reasonable effort to limit these processes to 85 dB or less.
- 19.13 The Company is committed to reviewing and improving our plant in the area of ergonomic applications. The Company will designate a member of management from the engineering department and the Union will select a Union Member from the Joint Health and Safety Committee to have responsibility for ergonomics. The Joint Health and Safety Committee may address their concerns on a continuing basis with the Management designee.

When an ergonomic concern is beyond the scope of the parties and requires further expertise, the Company may call upon an outside expert to evaluate the problem. If an outside expert is called upon then the Health and Safety Committee will be advised and shall be up-dated on the recommendations and the findings.

The Health and Safety Committee will receive ergonomic training on an annual basis by the Workers Health and Safety Center if such training is required.

19.14 The Company will provide employees with safety glasses as follows:

- * New hires will be supplied upon being hired either non prescription or prescription safety glasses at no cost. Non prescription safety glasses will be replaced at no cost to the employee provided the employee can produce the damaged or scratched pair of glasses. In the event the employee can not produce the said pair of glasses, he will be charged for the new pair. (For employees who have forgotten their glasses they must return the borrowed glasses within 48 hours or be charged)
- * Prescription safety glasses will be replaced (at no cost to the employee), if required, due to prescription change or damaged in the performance of his assigned work, provided the glasses meet the safety standards of the plant.
- The Company will make arrangements in Chatham, Windsor and Tilbury if available in order for employees to obtain prescription glasses.

19.15 Adequate locker and shower/change room facilities will be provided as in past practice to employees working in the rivet and grind room. In addition, the Company shall furnish and maintain proper work clothes and respirators for such employees. The wearing of such work clothes and respirators shall be mandatory for all employees working in the rivet and grind room.

- 19.16 The Company agrees to provide a Union Health and Safety office and a computer, which will be shared between the members of the Union Joint Health and Safety Committee for purpose of Tilbury Plant issues. It is further agreed upon that this computer will be capable of transmitting the necessary information from the Canadian Center for Occupational Health and Safety into the Tilbury Plant. All Health and Safety representatives as defined in Article 19.4 will receive the appropriate training on the CCOHS system and this system will be kept current. The Company will provide a separate phone with voice mail capability in the current Union Health and Safety office for the use of the JH& SC.
- 19.17 It is understood by both parties that a safety sign off procedure has been implemented. In order to maintain safe work practices, the Co-chairs will review any new, rebuilt, or relocated equipment before being put into production. If any critical issues remain outstanding, they will be addressed prior to running the equipment.
- 19.18 The Company agrees to maintain an adequate supply of in-plant first aiders. It is further agreed that the Union Health and Safety Committee members will be trained for the above when regular training is conducted.

ARTICLE 20

INJURY ON THE JOB

- 20.1 If an employee is injured on the job which requires outside medical attention, the attending first aider shall inform the on shift health and safety representative. If an employee is injured on the job during his shift, and it is determined by the attending physician that the employee should either not return to work or should return to work and perform modified duties, the employee shall contact the Personnel Department immediately. The employee shall be paid for the balance of the shift at

his regular rate of pay, and shall only receive one payment for each injury.

- 20.2 If needed, the Company will supply transportation to the doctor, hospital, or home, on the first day of injury and after treatment, transportation to the plant and/or home.
- 20.3 The employee may be required to be examined by a doctor designated by the Company upon returning from an injury or illness. Upon going to the physician the employee must agree to sign a consent form to release information that will help evaluate his employment status regarding his capability to perform work (i.e. return to normal job or modified work with specific restrictions for a period of time). Should there be a disagreement between the employer's physician and the employee's physician regarding the medical evidence presented at the time of returning from injury or illness, the plant chairperson, the employee, and the personnel supervisor will select a third physician to examine the employee. The medical opinion of the third physician will determine whether the employee can return to work. The cost of the third physician will be borne by the employer.
- 20.4 An employee required by the Company to go for a medical as mentioned in 20.3 will be reimbursed by the Company for transportation costs from the plant to the doctor and back to the plant, if required. It is further understood that an employee who is currently in receipt of workers compensation benefits or sickness and accidents benefits will continue to collect payment while being assessed, if required.
- 20.5 Employees returning to work from being on Sickness and Accident Benefits will be required to provide the Company with medical documentation from his/her Physician. Should the Company apply its option and have the employee examined by a Company Physician and the Company Physician's opinion differs from the Employee's Physician opinion, then the parties agree to apply Article 20.3 for a third party Physician's opinion, which will be binding on all parties. The cost of the third party

Physician will be borne by the employer. It is further understood that an employee who is currently on sickness and accidents benefits will continue to collect payment while being assessed, if required. When scheduling an employee currently at work for a medical review, the employee will be compensated at his applicable rate.

ARTICLE 21

OVERTIME DISTRIBUTION

- 21.1 Overtime, whenever possible will be distributed equitably during each contract year among the employees of a classification, on the same shift, providing the employee can perform the work without training. However, the Company will have the option to train employees during overtime hours.
- 21.2 A) Overtime as referred to in this article shall be on a voluntary basis for those hours scheduled beyond **(8)** eight hours in a day and **(44)** forty-four hours in a week.
- 21.2 B) Employees with the least amount of overtime hours within the classification and shift must be canvassed first and when the Company is unable to secure a sufficient number of employees to perform this overtime work required then those employees within the classification on one of the other shifts will be canvassed starting with **low** hours for the available overtime work. If the Company is still unable to secure enough employees to perform the required overtime, the classification on the remaining shift will be canvassed as per the above prior to offering this available overtime to non classified employees on the shift to which the overtime is being worked.
- 21.2 C) Summer students will be offered overtime only after all employees within the classification on the shift have been canvassed.

- 21.3 All employees will have zero (0) hours of overtime starting June 4th each year. Where hours are equal, seniority shall prevail.
- 21.4 All employees will be required to sign the overtime sheets to indicate their acceptance or declining of the overtime assignments within their own classification, department and on their shift in the following manner:
- A) By the completion of the Wednesday shift for employees working the afternoon shift.
 - B) By the completion of the Thursday shift for employees working the day or midnight shifts.
 - C) If the above procedure is not adhered to then those employees affected will not be required to work.
- 21.5 The final overtime notice will be posted on Plant Communication Boards no later than 3:00 P.M. Wednesday and such posting does not serve as an employees acceptance. In the event additional overtime is scheduled after 3:00 P.M. on Wednesday, affected employees will not be required to work.
- 21.6 Overtime shall be recorded weekly showing the number of overtime hours worked or refused in the employee's own classification, and any hours actually worked outside his classification. Hours refused outside his classification will not be charged.

21.7 OVERTIME AVERAGING PROCEDURES

- A) A newly hired employee will receive the highest overtime hours plus one (1) hour of the highest overtime employee within the classification and shift to which he is assigned.
- B) An employee who posts into a classification or exercises his shift preference will be given the average overtime hours of all the employees within the classification and shift rotation of which his seniority places him on followed by him becoming qualified.

- C) An employee who is temporarily transferred for a period of more than thirty two (32) hours will assume the replacement's overtime hours and will be allowed to work overtime in the classification. In situations where the manpower is increased the transferred employee will be given the average overtime hours of the employees within the classification on the shift.
- D) An employee returning from the transfer as mentioned in (C) will be charged overtime hours worked outside his classification in addition to those overtime hours he had accumulated in his own classification prior to his transfer.
- E) Employees transferred for thirty-two (32) hours or less will retain their classification overtime entitlements and will only be eligible for the overtime in the transferred classification after the regular classified employees are canvassed on the overtime shift and this overtime will be charged to his posted classification. (The transferred employee's first commitment for scheduled overtime within the thirty two (32) hour period will be to his posted classification)
- F) Article 21.7 C,D,E, above will not constitute overtime entitlement in the employee's posted classification should the employee be on another shift.

21.8 There will be no blanketing of overtime which affects manpower on each shift and classification.

21.9 A) An employee absent from work for any reason, who otherwise has been scheduled to work, except vacations, sickness and accident, workers compensation, will be charged for all overtime assignments as if he would have worked.

21.9 B) Employees in receipt of S & A or WSIB benefits will be averaged into the classification or group to which they enter upon their return to work provided the employee has been off work at least ten (10) regular working days.

- 21.9 C) Employees who return to work on modified light duty will be given an opportunity to work overtime as per article 21.2B only if qualified and restrictions permit.
- 21.10 Overtime scheduled on a Sunday or paid holiday, or holiday weekend shall be voluntary except where vital production needs or critical maintenance and/or skilled trades personnel may be required to work.
- 21.11 Whenever a paid holiday falls on a Friday or Monday (as defined in Article 27.1) the overtime work that particular weekend shall be on a voluntary basis.
- 21.11 (a) The company has also agreed to schedule one (1) weekend in each of the following months during each year of the contract, where overtime would be on a voluntary basis. (January, February, March & November)
- 21.12 The Company further agrees that overtime work immediately preceding an employee(s) scheduled vacation will be on a voluntary basis.
- 21.13 Except in emergencies, the Company will not schedule any employee to work in excess of twelve (12) consecutive hours. This clause does not apply to the Skilled Trades.
- 21.14 A) In the event an employee is overlooked in equalization, he will head the list for the next scheduled Saturday or Sunday within his classification, shift and department. Where an employee, or his Union Representative, has brought the oversight to the attention of the Supervisor, and the employee concerned is again overlooked, within the (12) twelve months of the last infraction the Company agrees to reimburse the employee for the time of work period involved. This remedy procedure supersedes any other clause in Article 21.
- 21.14 B) If the Supervisor is notified of an error in employee scheduling before the overtime is worked, and does not correct it, the employee entitled to work, shall be paid the same, as had

he worked, providing such supervisor is notified in writing by the Committeeperson and the Supervisor has reasonable time to correct the error based upon the circumstances.

- 21.14 C) The right to accept or decline overtime work assignments by each employee will act separately and individually, without collusion, conspiracy, or agreement with, or the influence of, any other employee or employees of the Union. Violations by an employee(s) of this section shall subject the employee to discipline.
- 21.15 Whenever scheduled overtime assignments have to be canceled, the Company will advise the affected employees as far in advance as possible.
- 21.16 When canvassing for overtime by telephone, there will be a committeeperson present with the supervisor while making such calls. Hours offered will only be recorded if the employees directly accepts or declines.

ARTICLE 22

OVERTIME

- 22.1 An employee eligible for overtime shall be compensated by multiplying his straight time hourly rate, by the overtime rate of time and one-half (1 1/2) or double (2) time, whichever is applicable.

Time and One-half

- 22.2 Time ad one-half shall be paid as follows:
- A) For hours worked in excess of eight (8) hours in normal work day.
 - B) For hours worked in excess of forty (40) in a normal work week.
 - C) For hours worked on Saturday, as such.

Double Time

- 22.3 Double time shall be paid as follows:
- A) For all time worked on Sunday, as such.
 - B) For all hours worked on each of the specified paid holidays or paid holiday period.

Non-Pyramiding of Overtime Pay

- 22.4 Overtime payments shall not be pyramided for the hours worked under any of the terms and provisions of this agreement and employees shall receive either daily or weekly overtime.
- 22.5 Premium pay for Saturdays, Sundays, and Paid Holiday, as such, shall commence and end in accordance with the employee's normal work day as defined in the "Hours of Work" agreement.
- 22.6 However, should the Company on a Saturday or Sunday schedule the afternoon shift for four (4) hours or more and commence such shift at 11:00 A.M. the appropriate Saturday or Sunday overtime will be paid, as such.

ARTICLE 23

WAGE APPLICATION

New Employees

- 23.1 New employees will be hired at a rate no lower than thirty cents (\$.30) per hour below the rate of their assigned classification. They will receive an automatic increase of ten cents (\$.10) per hour after each forty-five (45) days of employment until they have reached the maximum pay rate of their classification. This clause does not apply to the summer student rates of pay.
- 23.2 Employees transferring into a classification having a lower rate of pay will receive the new pay rate effective the date of transfer. Employees transferring into a classification having a higher rate of pay will receive the previous classification rate until they are qualified to perform the work of the new classification.

TD4 Slips

- 23.3 Yearly TD4 slips will be distributed to employees by February 15th of each year.

ARTICLE 24

GENERAL WAGE INCREASES

- 24.1 The new wage increases include:
- A) Effective June 4, 2000 provide a general wage increase of \$.40
 - B) Effective June 4, 2001 provide a general wage increase of \$.30
 - C) Effective June 4, 2002 provide a general wage increase of \$.30
- Effective June 4, 2000, June 4, 2001, June 4, 2002, provide an additional skilled trades increase of \$.20
- 24.2 Applicable wage rates are listed in the Classification and Rates Chart.

ARTICLE 25

WEEKLY PAY

- 25.1 A) The Company agrees to pay its employees on each Thursday for those hours worked between Monday through Sunday of the prior week. Should a holiday fall on Friday, the Company will make every attempt to pay its employees on Wednesday. If these time limits can not be attained the Union agrees to cooperate with the Company in their efforts to get the payroll completed. For those employees working the third shift, the pay stubs will be available at the Guard House by 2:00 p.m. each Thursday. Those wishing to pick up their stubs must present their Meritor Automotive identification card to the Guard.
- 25.1 B) Should an employees pay be in error of more than (4) four hours and the employee, requests an adjustment during the same week, he will

ask his immediate supervisor and may receive a separate cheque. Should the employee not receive an immediate adjustment then the employee's next pay will show the adjustment.

ARTICLE 26

REPORTING IN PAY

- 26.1 An employee reporting for work on his Supervisor's or Company's request, but for whom no work at his regular job is available will be offered at least four hours employment at some other work at his regular hourly rate or be paid four (4) hours at his applicable hourly rate. This provision shall not apply when the lack of work is due to fire, flood or other cause beyond the control of the Company.

CALL-IN PAY

- 26.2 If an employee has left the plant, and is called back to take care of an emergency, and such hours do not extend into his normal shift, he will receive a minimum of four (4) hours pay at the premium rate. Such employees will be assigned only to emergency work / or other emergency work which arose after his arrival. In the event that a portion of the emergency four (4) hours extends into his regular shift, he will be paid for such portion at the premium rate.

ARTICLE 27

HOLIDAYS

Employees will be paid only at their straight time hourly rate for eight (8) hours for the following specified holidays when not worked as provided herein.

HOLIDAY SCHEDULE FOR THE 2000 CONTRACT

FIRST YEAR	DATES	DAY
Canada Day	JULY 3, 2000	MONDAY
Civic Day	AUGUST 7, 2000	MONDAY
Floating Holiday	SEPTEMBER 1, 2000	FRIDAY
Labour Day	SEPTEMBER 4, 2000	MONDAY
Thanksgiving Day	OCTOBER 9, 2000	MONDAY
Christmas	DECEMBER 25, 2000	MONDAY
Holiday	DECEMBER 26, 2000	TUESDAY
Period	DECEMBER 27, 2000	WEDNESDAY
	DECEMBER 28, 2000	THURSDAY
	DECEMBER 29, 2000	FRIDAY
	JANUARY 1, 2001	MONDAY
Good Friday	APRIL 13, 2001	FRIDAY
Easter Monday	APRIL 16, 2001	MONDAY
Victoria Day	MAY 21, 2001	MONDAY

SECOND YEAR	DATES	DAY
Canada Day	JULY 2, 2001	MONDAY
Civic Day	AUGUST 6, 2001	MONDAY
Floating Holiday	AUGUST 31, 2001	FRIDAY
Labour Day	SEPTEMBER 3, 2001	MONDAY
Thanksgiving Day	OCTOBER 8, 2001	MONDAY
CHRISTMAS	DECEMBER 24, 2001	MONDAY
Holiday	DECEMBER 25, 2001	TUESDAY
Period	[26, 1	WEDNESDAY
	[27, 1	THURSDAY
	[28, 1	FRIDAY
	DECEMBER 31, 2001	MONDAY
	JANUARY 1, 2002	TUESDAY
Good Friday	MARCH 29, 2002	FRIDAY
Easter Monday	APRIL 1, 2002	MONDAY
Victoria Day	MAY 20, 2002	MONDAY

THIRD YEAR	DATES	DAY
Canada Day	JULY 1, 2002	MONDAY
Civic Day	AUGUST 5, 2002	MONDAY
Floating Holiday	AUGUST 30, 2002	FRIDAY
Labour Day	SEPTEMBER 2, 2002	MONDAY
Thanksgiving Day	[14, 2002	MONDAY
Christmas	[23, 2002	MONDAY
Holiday	[24, 2002	TUESDAY
Period	DECEMBER 25, 2002	WEDNESDAY
	DECEMBER 26, 2002	THURSDAY
	DECEMBER 27, 2002	FRIDAY
	DECEMBER 30, 2002	MONDAY
	DECEMBER 31, 2002	TUESDAY
	JANUARY 1, 2003	WEDNESDAY
Good Friday	APRIL 18, 2003	FRIDAY
Easter Monday	APRIL 21, 2003	MONDAY
Victoria Day	MAY 19, 2003	MONDAY

- 27.2 An employee shall be paid for each of the above specified holidays or holiday period provided he qualifies under all the following rules:
- A) The employee has seniority as of the date of each specified holiday and as of the day preceding the first holiday of the holidays in the Christmas-New Year's holiday period.
 - B) If an employee punches in late on a qualifying day, (the day before and/or the day after the holiday) by not more than sixty (60) minutes, he will not be disqualified from receiving the holiday pay provided that he works the entire remaining portion of the shift, unless otherwise excused.
 - C) An employee absent (except due to jury duty, vacation, bereavement, or other absences excused with specific prior approval from the Personnel Department) on one of these qualifying days shall not be paid for the holiday.
 - D) An employee absent (except due to jury duty, vacation, bereavement, or other absences excused with specific prior approval from the Personnel Department) on one of the qualifying days of the holiday period will not qualify for two (2) days holiday pay.
- 27.3 A) Employees who are otherwise eligible and have been laid off in a reduction of force, must have worked sometime during the thirty (30) regular work days preceding the week in which the holiday falls to receive pay for such holiday.
- B) Employees who are otherwise eligible and are receiving sickness benefits or Worker's Compensation must have worked sometime during the thirty (30) regular work days preceding the day of such holiday or holiday period.
- 27.4 When an employee works on a day that is being observed as a holiday, he shall be paid for the holiday and in addition will be paid at the rate of double time, for all hours worked on such day.

- 27.5 Employees who have accepted such holiday work assignment and then fail to report and perform such work, without reasonable cause acceptable to the Company, shall not receive pay for the holiday.

ARTICLE 28

VACATION

- 28.1 Each employee who on the 31st day of May in each year is on the actual payroll of the Company shall be entitled to a vacation with pay. Such pay shall be the percentage of pay they shall have received during the preceding twelve (12) months ending on the 31st day of May in accordance with the following schedule and in keeping with the Employment Standards Act.
- 28.1 A) Each employee shall receive an annual vacation in accordance with the following schedule.
- B) All employees length of service for the purpose of this clause shall be determined as of June 30th and each year thereafter.
- C) The vacation time off will be as stated in 28.6.
- D) Calculation for the payment of vacation shall be based upon the earnings the employee received from June 1 to May 31 in the preceding 12 months.
- 28.2 An employee, who retires, dies, is discharged, or who becomes permanently disabled prior to May 31st will be entitled to the appropriate percentage of pay as outlined in 28.1.
- 28.3 The Company agrees to post a notice 30 days in advance of the summer shutdown period (if applicable).

Length of Service As of June 30	Vacation Period	Pay Percentage of Earnings Between June 1 and May 31 Preceding Vacation Year
(0) to (6) Months	None	4%
(6) Months but less than (1) year	1 Week	4%
(1) Year but less than (3) years	2 Weeks	4%
(3) Years but less than (5) years	2 Weeks, 3 Days	5%
(5) Years but less than (10) years	3 Weeks, 3 Days	7%
(10) Years but less than (15) years	4 Weeks	8%
(15) Years but less than (25) years	4 Weeks	9%
(25) Years and over	4 Weeks	10%

28.4 Vacation pay as per the above schedule will be paid in accordance with the employee's approved vacation schedule. Those employees requesting their total vacation pay in June must notify the Company when canvassed for vacation entitlement each year. This vacation payment will be paid the third week of June. Those employees who elect to receive a lump sum payment and are going out on vacation prior to the slow down weeks, may request in advance their vacation pay which will be calculated as close as possible to their actual year to date earnings.

28.5 The Company agrees to supply the Union with a copy of the yearly vacation schedule no later than April 15 of each year.

- 28.6 A) The Company may close the plant, or any part thereof, for vacation purposes. The starting date and the length of the vacation shut-down will be posted on the bulletin boards as *soon* as possible in advance of the shut-down. However, if such shut-down is impractical, every reasonable effort will be made to schedule time off for vacation purposes, in keeping with the employees' desires, requirements of the customer, and the operating conditions of the plant. In scheduling time off for such purposes, the Company will give preference to the wishes of employees, in order of seniority requirements. **The** Company will make every effort to schedule either a vacation shut-down or individual employee will be permitted vacations during the specified prime time, in accordance with the example below.
- B) Employees will be allowed to select two consecutive weeks of vacation during the prime time period. The 12 week prime time vacation period will consist of two week windows as outlined below. Overlapping windows are included in the schedule in order to accommodate customers and match the shift rotation with the vacation periods. No other overlapping of vacation periods will be allowed.

EXAMPLE :

2001

June 11 & June 18
June 25 & July 2
July 2 & July 9
July 9 & July 16
July 23 & July 30
August 6 & August 13
August 20 & August 27

2002

June 10 & June 17
June 24 & July 1
July 1 & July 8
July 8 & July 15
July 22 & July 29
August 5 & August 12
August 19 & August 26
2003

June 9 & June 16
June 23 & June 30
June 30 & July 7
July 7 & July 14
July 21 & July 28
August 4 & August 11
August 18 & August 25

- C) The maximum number of employees allowed on vacation, during the months of June through the last week of August, will be 35 employees plant wide per week and the number of employees per classification to be allowed off in the same time frame will be determined according to the business requirements at the time of vacation scheduling. The 2000 vacation schedule will be followed for identifying the classification breakdown.
- D) Should the Company decide to schedule a plant vacation shut-down, then the parties will meet in order to implement (C) above in the best interest of the employees and the efficient operation of the plant, at the earliest date possible.
- E) When one of the above holidays is observed within an eligible employees approved vacation period, and he is absent from work during his regularly scheduled work week(s) because of such vacation, he will be paid for such holiday, and will be required to take a day(s) off in addition to such payment. However, the Company will require concurrence as to what day(s) he will be allowed off.

28.7 For the purpose only of computing vacation pay of an employee who was in receipt of compensation under the Workplace Safety and Insurance Act, or sickness and accident insurance, during any part of the year for which the vacation is granted, the Company will add to the amount of wages which he actually earned a sum equal to the average hourly rate of his wages for the part of the year during which he did work, multiplied by the number of hours he was in receipt of WSIB payments or sickness and accident, as the case may be, during the year. In no event will such an employee's vacation pay exceed the amount he would have been paid had he not been absent. The Company will provide a list of those affected employees with the above noted calculations to the Union Chairperson at the time of calculation.

ARTICLE 29

CHRISTMAS BONUS

29.1 The Company will provide a Christmas bonus for all eligible employees, in accordance with the following schedule. This bonus is payable on the last pay period prior to the Christmas holidays. Eligible employees are those active employees who have worked sometime during the 30 calendar day period preceding the 1st day of the Christmas holiday period with the exception of employees who have been laid off in a reduction of force and then they must have worked sometime during the two (2) weeks preceding the week in which the first paid Christmas holiday falls.

Years of Service	Amount of Bonus
More than 6 months but less than one (1) year	Twenty (20) hours straight time base rate.
One (1) year but less than three (3) years	Thirty (30) hours straight time base rate.
Three (3) years or more	Forty (40) hours straight time base rate.

ARTICLE 30

REST PERIOD

- 30.1 The Company will provide one (1) ten (10) minute rest period during the first half and one (1) ten (10) minute rest period during the second half of an employee's eight (8) hour shift.
- 30.2 The normal rest periods of the three (3) continuous shifts will be as follows:
- | | |
|-----------------|------------------------|
| A) Day Shift | 9:30 A.M. - 2:00 P.M. |
| Midnight Shift | 12:50 A.M. - 4:50 A.M. |
| Afternoon Shift | 5:30 P.M. - 10:00 P.M. |
- The normal rest periods for other shifts will be as follows:
- | | |
|-----------------|------------------------|
| B) Day Shift | 9:30 A.M. - 2:30 P.M. |
| Afternoon Shift | 6:00 P.M. - 10:50 P.M. |
- 30.3 When changes to the above mentioned break periods are required the Company will notify both the employees and the Union as to the reason for the change. The Company and the Union will then work together in order to get employees back to the above mentioned break periods.
- 30.4 If an employee is required to work overtime of four (4) hours, a ten (10) minute rest period will be given after two (2) hours of such work has been performed.
- 30.5 One (1) three (3) minute period will be granted at the end of the first half and one (1) three (3) minute period will be granted at the end of the second half of an employee's eight (E) hour shift for the purposes of washing up.

ARTICLE 31

LEAVE OF ABSENCE

- 31.1 Upon application to the Plant Management, a leave of absence may be granted to an employee on the seniority list, without affecting his seniority, for personal reasons. Such personal reasons shall not include self-employment or other employment. Such leaves of absence may be granted retroactive to the first day of absence if necessary.
- 31.2 Leaves of absence will be granted to an employee on the seniority list, without affecting his seniority, for reasons of sickness or accident. It is agreed that in the case of leave due to sickness, or accident, the Company will have the right to periodically have the employee produce medical evidence, which is acceptable to the Company in support of such leave. Such leaves of absence may be granted retroactive to the first day of absence if necessary.
- 31.3 Employees elected or appointed to positions in the Union may leave the plant on Union business and the employee shall notify the Plant Management as far in advance as is possible, which will normally be forty-eight (48) hours where possible. The Company will make every reasonable attempt to ensure that the employee(s) are granted their respective leave of absence. In the event a union leave of absence has been denied, the Union Chairperson or President will review the matter with Plant Management in order to resolve the request for a leave.
- 31.4 Employees selected by the Union to attend union conferences or conventions or delegations or P.E.L. will be granted leave of absence provided the Union or Chairperson of the Union gives at least forty eight (48) hours of notice to Management prior to such leave when known.
- 31.5 An employee elected or appointed to a full-time position with the Union shall, upon application and with at least thirty **(30) days** notice, be granted indefinite leave of absence. The employee's seniority shall continue to accumulate during such leave. During such indefinite leave, the Company

will be under no obligation for payments on behalf of **such** employee for Life Insurance, Weekly Indemnity, O.H.I.P., or other fringe benefits. However, his pension credits shall continue to accumulate.

- 31.6 Notwithstanding the above, the Company reserves the right to limit the number of employees granted leaves of absence for union business, at any given point in time to a maximum of five (5) if granting of such leaves would adversely affect the operations of the plant. It is understood that in the event that more than five (5) leaves of absence are needed for union business, the Company agrees to cooperate with the Union and make every reasonable attempt to grant such leaves.

NATIONAL SERVICE

- 31.7 In the event of any national mobilization program enacted by the Federal Government pursuant to the War Measures Act, the Company will recognize for employees ordered into such national service, such service as service with the Company for pensions and seniority purposes. Such commitment on the part of the Company shall cease with the termination of such service or of the emergency period, whichever occurs first, and in no event shall there be any duplication of benefits provided by the Federal Government. It is agreed that an employee shall have thirty (30) days (or longer period of time permitted by the legislation) from date of discharge in which to report back to work. The same 30 days shall apply to any employee elected to a full time government position.

IMPRISONMENT

- 31.8 A leave of absence not exceeding one hundred and eighty (180) days shall be granted to an employee for a time during which he is serving a sentence of imprisonment imposed on conviction arising from the operation or use of a motor vehicle. The same (180) days shall apply prior to a judgement under the criminal offense act. The one hundred and eighty (180) day time limitation may be extended if mutually agreed upon. The Company may consider other minor offenses under this clause.

MATERNITY LEAVES/PARENTAL LEAVES

- 31.9 The Company will abide by the Employment Standards Act. An extension of Maternity leave beyond the Employment Standards act may be granted if mutually agreed upon.

POLITICAL LEAVE

- 31.10 Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company will grant him a leave of absence not in excess of forty-five (45) days prior to the election. For the purpose of enabling an employee to participate in the affairs of the government, the Company shall grant upon written notice, from the employee, a leave of absence to such employee who is elected to municipal, county, provincial and national government positions for the first term or who is appointed to full time provincial or federal non-civil service governmental office, where such appointment requires legislative approval. Such leaves of absence will be renewed upon written request, for successive terms within the period of this Agreement. During any such indefinite leave, the Company will be under no obligation for payments on behalf of such employee for Life Insurances, Weekly Indemnity, or other fringe benefits. An employee who is elected to a Government position as in above will receive pension credits for the period of time away from work.

EDUCATIONAL LEAVE

- 31.11A) A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted to an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, providing that the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or secondary school will be regarded as being within the intent of this section and the schooling will be regarded as

being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university, or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional period not to exceed **one (1)** year each. Such employee shall give notice in writing to the Personnel Department at least three (3) weeks prior to the date he plans to return to work.

- 31.11 B) During any such indefinite leave the Company will be under no obligation for payments on behalf of such employee for Life Insurances, Weekly Indemnity, or other fringe benefits. The employee may purchase the above benefits at his own expense.

ARTICLE 32

BEREAVEMENT PAY

- 32.1 When death occurs in an employee's immediate family, as defined in the bereavement chart below, which requires an employee to be absent from work, such employees on request will be compensated at his straight time hourly rate for three (3) successive regularly scheduled working days (Monday thru Friday) within seven (7) days of the death ending with the second regular work day following the day of the burial, provided he makes written application. In order to qualify for bereavement pay, proof of death may be required by the Company. Employees shall be eligible for bereavement leave and pay during periods of vacation and holidays provided all other requirements of this clause are met. This leave will be taken immediately following such vacation period.

BEREAVEMENT CHART

EMPLOYEE'S	CURRENT SPOUSE'S
Spouse	Parent
Children	Step-parent
Parent	Grand-Parent
Step-Child	Sister
Step-parent	Brother
Sister	
Brother	
Step-Brother	
Step-Sister	
Half-Brother	
Half-sister	
Grand-Parent	
Grand-Child	

NOTE: DEFINITION OF SPOUSE WILL BE THAT OF THE PENSION PLAN.

- 32.2 The definition of a spouse may include common law or same sex partners who have cohabited for a period of at least twelve (12) months consecutive, and who is publicly maintained and represented as the employees spouse. For the purposes of bereavement, documentation of such a relationship must be available to the Human Resources Department prior to a bereavement claim. In any Circumstance, the Company will only recognize one spouse for the purpose of this article.

ARTICLE 33

JURY AND WITNESS DUTY

- 33.1 An employee who has been summoned and reports for jury duty: or has been summoned and reports as a crown witness shall be paid the difference, if any, between the amount paid by the crown and his regular earnings. The above noted employee will be granted the entire **(8)**eight hour shift off with pay for the day **of** required jury duty as per the above provided that he submits to the Company dated and signed proof of service and the amount of pay received, if any.

ARTICLE 34

SKILLED TRADES

- 34.1 The conditions governing recognition, representation or other working conditions applicable to the skilled trades, shall apply to employees in the following classifications, except as may be altered by this article. Additional classifications may be negotiated by the parties during the life of this agreement.
- Classifications - Electrician
- Machine Repair
- Tool & Die Maker
- Tool Cutter Grinder
- Industrial Lift Truck Mechanic
- 34.2 A) Seniority in the skilled trades shall be by non-interchangeable occupations or trades within a department or group of departments. Seniority lists shall be by basic trades or classification.
- B) Employees presently working under classification of trade listed in one of the above as of thirty (30) days following ratification in 1979 shall have their total seniority in their classification or trade.
- 34.3 Future employees entering a classification or trade shall have date of entry seniority in the skilled trades as listed in **one** of the above except in the case of apprentice whose seniority is covered by any future apprenticeship agreement.
- 34.4 Production workers will not carry seniority into the trades or classifications listed in one above nor will skilled trades workers exercise seniority into production or non-production groups except where a classification or trade listed in one above is discontinued or eliminated.
- A) Such employee will then exercise his total Company seniority for the purpose of displacing a junior employee in the classification or trade for which he qualified, or shall exercise all his

Company seniority in the general production, or non-production groups under this agreement.

- B) Should a skilled trades employee become medically unfit and unable to follow his skilled trade both the Company and the Union will cooperate in endeavoring to place such an employee on a job he is capable of performing taking his total seniority with him. However, if placed in a non-skilled classification, he shall then forfeit all rights within the skilled trades. Not with standing the above, if such employee fully recovers which is substantiated by a medical certification, he may be fully reinstated back into the trades. Employees so transferred will receive the rate for the job being performed.

34.5 The term journey person as used in this article, shall mean any person who:

- A) is presently working within the journey person classification in the plant.
- B) has served a bona fide apprenticeship of four (4) years - 8,000 hours, and has a certificate to substantiate his claim of such apprenticeship services, or
- C) persons who carry a CAW/UAW journey person card in any of the foregoing trades, or
- D) persons who have had eight (8) years of practical experience in the skilled trades classification in which they claim journey person designation and can prove same.

34.6 Any further employment in the skilled trades occupation as listed in one of the above, after signing of this agreement, shall be limited to journey person and apprentices or supplemental employees.

34.7 In the event of an opening or a vacancy when a journey person or an apprentice is unavailable, it is agreed that non-journey person employees whose duties shall be to assist journey person may be hired or be classified on a temporary basis to supplement the work force in a skilled trades classification and

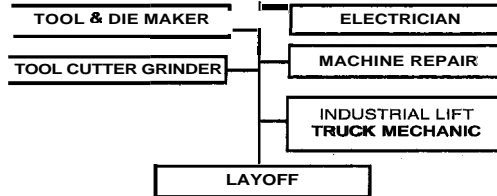
shall be known as supplemental employees for present employees and new supplemental employees for new hire. No employee will work as supplementary help over 21 consecutive days in any calendar year unless mutually agreed otherwise. Special agreement will be made to cover sickness and accident and vacations. Supplemental employees will be allowed to work overtime as per article 34.12. The opportunity to work as a supplemental employee shall be offered first to active seniority employees, second to any laid-off employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

When a journey person becomes available either by hire, transfer, or graduation of an apprentice in a skilled trades classification to which a supplemental employee has been assigned, such journey person will replace the supplemental employee who may then be laid off or returned to his original department. A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his former job, or to apply for vacancies in the plant as provided as per Article 10 (Bidding). Supplemental employees shall receive 15 cents per hour below journey persons rate of the classification or trade.

- 34.8 The Company shall attempt to fill vacancies within the skilled trades classification by posting, however in the event no suitable applicants are available new employees may be hired. Proof of qualifications will be given to the Skilled Trades Representative.
- 34.9 In the event of an increase or decrease in force in any skilled trade or classification as designated in 34.1 above, the following procedure applies:
- A) First supplemental, second probationary employees, will be laid off from their skilled trade or classification.

- B) If any further employees are to be reduced from any skilled trade or classification as listed in one above, such employees shall be laid off or transferred in order of their seniority from such skilled trade or classification.
- C) Employees affected by a layoff cut-back in manpower as per a) and b) above shall be offered preferential employment over new hires to fill an open requisition at the Company employment office.
- D) Recalls should be made in reverse order of layoffs by classifications.

FLOWCHART



- 34.10 A) For the purpose of work assignments, current practices will prevail. The Company and the Union agree to mutually discuss appropriate application in regards to job guidelines as it relates to availability of work if a dispute arises per article 34.1.
- B) It is agreed that the Company will not contract out work to be performed which work is now performed by bargaining unit employees and which contracting out would result in the layoff of bargaining unit employees unless :
 - (1) The work is of an emergency situation or
 - (2) The work cannot be performed by our employees in a timely, and or cost efficient manner.
- C) In the area of maintenance, however, the parties recognize that the equipment suppliers and jobbers may have their employees install and /

or service such equipment according to past practice.

- D) The Company agrees to notify the Skilled Trades Committee person prior to any skilled trades (as per our current classifications, or future classifications) work being contracted out. In the event the Company determines that outside contracting is necessary, the Company will; agree to discuss costs and hours of work with the skilled trades representative seven (7) working days prior to any outside vendor working in the plant, but no less than three (3) working days unless the matter is an emergency situation then current practice will prevail. This information will be discussed at the skilled trades meeting which is held every week between the skilled trades representative, manufacturing engineering, to discuss skilled trades issues and review the available cost associated with utilizing outside contractors.

If it is work normally performed by skilled trades employees, it will be offered to our skilled trades first, on an overtime basis, provided it can be done in a timely and cost efficient manner as stated in Article 34.10b.

It is completely understood that this overtime will not be utilized in order to make contracting out work unnecessary and therefore create needless and costly overtime for the skilled trades department. The Company maintains the sole right to operate and manage its business with respect to the above as a result of fluctuations in business conditions. In addition contracting out may occur at the Tilbury facility and it is the intent of Management and the Union to work together in the most efficient manner in order to make the Tilbury plant competitive.

- 34.11 Nothing in the agreement shall be construed as to deprive any employee of skilled trades of any rights, privileges such as insurance, pension, SUB, holiday or vacation pay, etc., that are covered in the body of the general agreement.

34.12 Overtime of skilled trades will be equalized by classification on the same shift within the framework of present practice and in accordance with Article 21. Overtime will then be offered to the low overtime employee within the classification on the other shifts, then apprentices within the classification, then, low hour department wide then supplemental help outside the department.

GENERAL

- 34.13 1. Employees entering the skilled trades classification will supply their own tools not normally supplied by the Company; and the Company agrees to replace personal tools of skilled tradesperson worn or broken in the course of their duties while in the Company's employ, provided the employee's damaged tools are handed in to the Company. (Metric or non Metric)
2. Coveralls or shop coats will be provided by the Company for all Skilled trades personnel.
 3. The Company agrees to provide lockers for employees working in the Skilled Trades classification.
 4. The Company agrees that if an apprenticeship program is entered into during the life of this Agreement the parties will implement an agreed upon a CAW apprenticeship program.
- 34.14 A) Where an employee desires to further his knowledge in his particular skilled trade by taking courses related to his trade, the Company agrees to assist him with such training if he complies with the following procedure.
- (1) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course.
 - (2) Receives written approval from the Industrial Relations Manager or his designate prior to taking such course.
 - (3) Successfully completes such course.

- B) Total reimbursement for tuition and required **text books will be made, after the employee** provides evidence of successfully completing such course.
- C) Such courses must **be** taken during the employee's non-working hours. Approval under this Clause will be for up to one (1) year with extensions if necessary, provided each section is successfully completed. Successful completion of courses under this Clause will be recorded in the employee's personnel record.

34.15 The parties discussed during the 1997 negotiations the issues related to outside contracting and the training of skilled trades personnel on new and existing equipment.

The parties recognized the need to upgrade the skill level of the skilled trades personnel, where the skilled trade employees may properly service, repair and maintain the existing and future equipment in the plant.

To ensure there is no abuse of outside contracting, which may be used to avoid training of in-plant personnel in the skilled trades area, the following commitments shall be implemented:

- A) The Company shall ensure all appropriate skilled trades personnel are properly trained on any new piece of equipment and/or machine installed. This training may require the visitation to vendor facilities or may be done in-house.
- B) The Company shall ensure skilled trades personnel interface with outside contract personnel in the plant when there are specific skills which our skilled trades personnel would be required to learn from the outside vendor.
- C) In the event an outside contractor is involved in the modifications, new installments or upgrading of any current piece of equipment and/or machinery, the appropriate skilled trades personnel shall be advised of the changes and/or modifications made.

- D) In the event of an emergency situation, the Company shall advise the on-shift skilled trades committee person of the nature of the problem, and what, if any, outside services are needed to resolve the issue to avoid any prolonged down time.
- E) Any prints, maintenance manual or library reference data will be made available at all times to the appropriate skilled trades personnel, so they may properly service Company equipment.

The Plant Chairperson and the Skilled Trades Committee person will meet monthly with the Human Resources Manager, the Manufacturing Engineering Manager and the Manufacturing Manager and the Maintenance Superintendent to review the administration of paragraph "A" through "E". Should the Skilled Trades Committee person feel the intent or spirit of the above letter has not been fulfilled, the following action will occur:

- A) The skilled trades representative shall discuss with the Manager of Human Resources the nature of the problem and work to resolve it forthwith. Should this action fail to resolve the problem then,
- B) The Plant Chairperson and the Skilled Trades representative shall request a formal meeting with the Site Manager and the other Management personnel concerned, to review the disputed situation.

Upon unsatisfactory resolution of the above then the Union has the right to utilize the grievance procedure.

The Company is committed to the upgrading and training of the appropriate skilled trades personnel as required. However, the skilled trades personnel must be personally committed to the training program as agreed to by the parties.

ARTICLE 35

LEAD HANDS

- 35.1 The Company shall select leadhands (as per Article 10) whose responsibilities are to assist the production supervisory personnel in the effective and efficient utilization of machines, materials, and human resources.
- B) It is further agreed that the role of a Leadhand must remain flexible in Tilbury's changing environment. In cases of idle time, Leadhands may be required to perform other direct or indirect work as determined by his supervisor provided the work is available. It is not the intention of the Company to have a Leadhand replace or displace a classified worker within his group. Under no circumstances will the Leadhand have authority to administer discipline or recommend disciplinary actions.
 - C) Leadhands will be compensated at .25 cents above the classification they are responsible for or .25 cents above their own rate whichever is greater.
- 35.2 Should the Plant Committee feel that the Leadhand has abused his responsibility, the Plant Chairperson shall point these, abuses out to the Human Resources Manager and if upon further investigation the allegations are substantiated the Leadhand will be warned. If a Leadhand receives two such warnings within a twelve month period he shall be relieved of his duties for the duration of this agreement.
- 35.3 The terms of the Collective Agreement shall apply to Leadhands in all respects.

ARTICLE 36

PRODUCTION STANDARDS

- 36.1 The Company has the right to establish production standards by using a combination of continuous and snap back stop watch time studies, standard data developed from pre-determined times and / or standard data compiled from previous studies. Fair and equitable production standards will be maintained with due consideration given to those allowances indicated in the letter of intent in schedule "B". All Industrial Engineers conducting time studies will be trained in the above mentioned time study methods.
- A) The operator, Plant Chairperson and time study representative must be informed as to the date that an observation for any reason will take place and this notice will be in writing and given twenty four (24) hours in advance providing such observation is related to the employees work standard.
 - B) The operator must be instructed in the safe and prescribed method and be given sufficient time to become familiar with the method. The time allocated will be determined by the Industrial Engineer. Questions in regards to health and safety or ergonomics will be forwarded to the JH&SC.
 - C) It is understood that both parties endorse the principle of a fair days work for a fair days pay.
 - D) If the employee being time studied can't perform for any reason up to an evaluation of at least ninety (90) percent, the time study will not be completed until the circumstances which prevented the continuance of the time study are corrected. Employees will not be timed if performing in excess of one hundred and ten (110) percent and the same procedure above will apply.

- E) The operator is to be serviced and assisted by those whose job it is to normally service and assist.
- F) The study shall be taken under normal working conditions, using stock and material, which the operator can normally expect to receive. Any other pertinent condition that may affect the time or efficiency of operator will be noted on the sketch or time study.
- G) The Company agrees to continue applying the allowance structure in effect as of the signing of this 2000 Collective Agreement to all time studies. (See letter 23 in schedule "B")
- H) It is agreed, where the operator has idle time during the machine portion of a cycle because of the nature of the job, Management shall have the right to add additional work at a later date so as to fully utilize the operators idle time during the machine cycle time with other work it deems necessary.
- I) It is further understood that work will not be added to an employee who exceeds his production standard solely through his own skill and effort. All changes are subject to Article 36.2D.

36.2 Prior to any new or revised production standard being implemented the Company will:

- A) Meet with the Union Time Study Representative, Committee person, and/or Plant Chairperson to review the time study and any appropriate method, material or machinery changes. The purpose of this meeting is to review the Industrial Engineering Departments data, which was used to develop the production standard. During this meeting the Union will be given a copy of the time study.
- B) Meet with the affected shift employees and Union representative to review any method, material, or machinery changes. The supervisor of the affected area along with a member of the

Engineering Department will represent the Company at these meetings.

- C) All present and future production standards will be posted in each department where applicable.
- D) Once standards are set they will remain in effect unless there is a change in method, process, or equipment that would effect the accuracy of the standard. Such standards will then only be revised to the extent of the effected elements.

36.3 The Company will provide the necessary training for the Union Time Study Representative in order that he understands the management concepts as applied in the setting of production standards. The Union Time Study representative will be trained in the basics of ergonomics. The specific training course will be reviewed and decided upon jointly between the Union and Management. The Committeeperson will continue to be provided with basic fundamental training in time study.

36.4 In the event of a production standard dispute:

- A) A review will be made with the employee and his Committeeperson and Union Time Study Representative by the appropriate Supervisor and/or a member of the Industrial Engineering Department.
- B) A verification study will be taken using the continuous watch method and this study will not constitute a standard. Questions of operator performance will be decided using Maynard Most time study methods.
- C) The Company will recognize the Union Time Study Representative for the purpose of investigating production standards disputes. Should the dispute continue to exist over the fairness of the standard the Union shall have the right to request a National Representative to review the standard. Such National Representative shall, at a mutual agreed upon time, be permitted access to the employers

premises to conduct such examination and/or study with a representative of the Company. The Union Time Study Representative will be present at all aspects of the dispute resolution process.

- D) It is agreed that all of the matters covered in this Article are subject to the provisions of the Collective Agreement between the parties, and this Article shall form a part of that Collective Agreement. Furthermore, if a dispute goes to arbitration dealing with production standards the Arbitrator must be qualified by training to deal with the applicable dispute.

- 36.5 It should also be agreed that the Company retain the right to establish temporary standards in order to facilitate the start-up of operations. It will be the intent of the Company to convert the temporary standards to permanent standards within a reasonable period of time and will keep the Union abreast as to when it will happen. All standards shall be expressed in standard hours per unit of production. Standards shall be based upon operations as designed by the Company and performed by normal experienced operators working under normal conditions with 100% considered as normal performance.

ARTICLE 37

SUBCONTRACTING

- 37.1 It is agreed that the Company will not contract out work to be performed which work is now being performed by bargaining unit employees and which contracting out would result in the layoff of bargaining unit employees unless:
 - A) The work is of an emergency situation or
 - B) The work cannot be performed by our employees in a timely, and / or cost efficient manner in which case the data will be reviewed with the Union Committee.

- C) In the event that a worker is laid off as a result of work being contracted out, that is currently being performed in the Tilbury Brake Plant as at June 4, 2000 the provisions of Letter #6 regarding severance pay shall apply.
- 37.2 The Company agrees to notify the Plant Chairperson or his alternate 30 calendar days prior to any production work being contracted out. Furthermore, the Company agrees to meet with the Union In-plant Committee and discuss such work that is to be contracted out if this work has been normally done by bargaining unit personnel in the past. The Company agrees there shall be meaningful discussion between the Company and the Union prior to any job being contracted out. (see letter #6 - Job Security)

ARTICLE 38

BENEFITS

- 38.1 The Company will continue to provide at no cost to eligible employees group life insurance effective June 1, 2000 increase to \$38,000, June 1, 2001 to \$39,000 and June 1, 2002 to \$40,000.
- Also, the Company will provide \$6,000 of group life insurance for all eligible employee's spouse and \$4,000 of group life insurance for an eligible employee's unmarried children who are less than twenty-one (21) years of age.
- The Company will provide post retirement Life Insurance for all retired employees in the amount of \$6,000.
- 38.2 The Company will continue to provide at no cost to eligible employees accidental death and dismemberment insurance effective June 1, 2000 to \$38,000, June 1, 2001 to \$39,000 and June 1, 2002 to \$40,000.
- 38.3 The Company will continue to provide at no cost to eligible employees sickness and accident insurance,

first day of accident, and/or hospitalization, and fourth day of sickness for a maximum period of fifty-two (52) weeks. Outpatient will be paid first day if a surgical procedure is performed on you in an approved hospital which you are registered therein as an outpatient. Effective June 1, 2000 increase the benefit to \$475 per week, to \$485 effective June 1, 2001, to \$495 effective June 1, 2002.

Effective June 1, 2000 increase the skilled trades sick and accident benefit to \$500 per week, to \$525 effective June 1, 2001, and to \$550 effective June 1, 2002.

- 38.4 O.H.I.P. premiums will continue to be paid as indicated by Provincial legislation.
- 38.5 The Company will provide at no cost to eligible employees and their eligible dependents the Green Shield .35 cent Prescription Plan No. 3 to pay for drugs.
- 38.6 The Company will provide at no cost to eligible employees and their eligible dependents the Green Shield Plus 2 Dental Plan. Recall and regular check ups will be every 9 months. A maximum dental amount of \$1,600 per calendar year per eligible employee or dependent will take effect June 1, 2000. Effective June 1, 2000 the Orthodontic maximum will also be increased by \$100.
- 38.7 The Company will continue to provide a pension plan as outlined in the booklet which will include the improvements as agreed to at negotiations:
- A) Effective June 1, 2000, the basic pension plan will be amended to change the benefit level from \$29.00 to \$32.25 per month and per year of service.
- Effective June 1, 2000, the basic pension plan for the skilled trades employees will be amended to change the benefit level from \$29.00 to \$33.50 per month and per year of service.

- B) Effective June 1, 2000, the supplemental pension plan for eligible employees will be \$18.00 per month and per year of service.
- C) Effective June 1, 2000, the special early retirement allowance for eligible employees as outlined in the Pension Agreement increases to \$2,650 per month.

Effective June 1, 2000, the special early retirement allowance for eligible skilled trades employees as outlined in the Pension Agreement increases to \$2,800 per month.

- D) Effective June 1, 2000, employees with 30 or more years of credited service can retire under the 30 & OUT provisions of the Pension Plan during the life of this Agreement. This new benefit level will be effective for all employees retiring during the term of this agreement. Effective June 1, 2000, payments for the Company purchased drug, dental and "U" plans will be provided for all employees including their spouses and dependents retiring after June 1, 1988 until they are eligible for Statutory coverage. Effective June 1, 2000 payments for the Company purchased drug and dental plans only will be provided for all employees including their spouses and dependents retiring before June 1, 1988 until they are eligible for Statutory coverage. Any employee retiring during the life of this agreement shall receive the pension benefit in effect at the date of his retirement. In addition, a retired employee shall receive any increases in pension benefits that become effective during the life of this agreement as of the date such increases become effective based on his years of credited service as of the date of his retirement.
- E) Effective June 1, 2000 the pension plan will be changed so the reduction factor of 4/10ths of 1% for each month, will apply to retirements preceding age 60 as opposed to age 62.
- F) The company agrees to provide pension credits for employees who lost such credit solely as a

result of being laid off between 1975 and 1984.
This is conditional on employees requesting
such in writing to the Company no later than
July 15, 2000.

- 38.8 The Company agrees to pay for time lost from normal working hours of any employee who is appointed to the Pension Board of Administration while said employee is attending authorized Pension Board meetings.
- 38.9 The Company will provide semi-private hospitalization coverage for eligible employees and their eligible dependents.
- 38.10 The Company will provide the Green Shield "U" Plan and Out-of-Province Plan for eligible employees and their eligible dependents. Effective June 1, 2000 increase purchase amount from \$140.00 to \$150 every two years for prescription glasses.
- 38.11 The Company will pay a \$0.12 S.U.B. plan as outlined and agreed upon at negotiations. However, the Company will pay the cost of medical and dental coverage for a maximum of three (3) months for employees on layoff. These costs will be paid out of the S.U.B. fund.
- Effective June 1, 2000 the SUB plan will be modified such that the maximum funding referred to in Sec 3.01 will be increased from \$400 to \$450.
- 38.12 The Company agrees to provide each employee with \$100 in each year of contract for the purchase of safety footwear. Also, all employees must wear safety shoes while on Company property.
- 38.13 Eligibility - Employees who are actively employed in the plant shall be covered on the first of the month following the month in which the employee completes his probationary period by the Company's Group Insurance Plan.
- 38.14 Effective June 4, 1994 mail order drug prescriptions will be mandatory for all maintenance type drugs, the dispensing fee will be borne by the Company.

- 38.15 The Company agrees to deduct \$.01 per hour worked for the Social justice fund effective June 4, 1994.
- 38.16 The Company agrees to deduct \$.06 per hour worked starting June 4, 1995 for the C.A.W. legal plan.
- 38.17 Survivor income benefit insurance will commence in effect June 1, 1996 as per the schedule in Metropolitan Life booklet.

ARTICLE 39

GUARANTEED INCOME SUPPLEMENT (G.I.S.)

All eligible employees will be entitled to quarterly payouts based on attendance. This payout is meant as a replacement to the former Q.P.P. plan previously in effect and thereby provides employees of the Tilbury Brake Plant an opportunity of supplementing their income. Employees will be given the option of directly depositing their payout into a Registered Retirement Savings Plan or taking the cash payout for the guaranteed income supplement.

ELIGIBILITY

- 39.1 All regular full time hourly employees will be entitled to the G.I.S. and will begin accumulating hours on the date they attain seniority.

Employees on WCB or S&A Benefits are eligible based upon hours worked per schedule 1.

Employees will receive credit to the plan for hours worked after reaching seniority as follows:

1. All regular straight time hours equate to credited hours worked.
2. Premium hours will be credited as straight time hours. Example: 1 Premium hour equates to 1 credited hour.

3. Management approved hours absent from work as per article 31.3 or 31.4 of the Collective Agreement shall be credited hours for calculations of hours in Schedule 1 and any overtime hours otherwise scheduled including jury duty and bereavement.
4. The applicable amount of vacation pay, according to Article 28.1 will be paid for monies received through the plan.
5. The fully credited balance to the employees shall be paid to the employee's designated beneficiary or the member's estate if no beneficiary is named in case of death.

39.2 Guaranteed Income Supplement Chart - Schedule 1

Guaranteed Income Supplement	
Hours Worked Per Quarter	Quarterly Payout
139 or less	\$0.00
140 - 339	\$400.00
340 - 499	\$765.00
500 - 539	\$850.00
540 - 619	\$935.00
620 & >	\$1,020.00

ARTICLE 40

NEW CLASSIFICATIONS

- 40.1 When the Company establishes a new job classification, or substantially changes the duties in a classification, the Union shall be notified where possible prior to the new or changed classification being implemented, but in no case later than fifteen (15) work days following the establishment of the new classification **wages** or changes to a classification wage. In order to provide for appeal against a new classification wage or changes to an existing wage, the following procedure will apply:

- A) The Union shall lodge the appeal in writing to the Human Resources Manager or his nominee no later than thirty (30) days of operations following notification from the Company.
- B) The appeal shall outline the reason or reasons for dispute.
- C) Failing a satisfactory disposition of the appeal, either party may refer the matter to arbitration, as provided under Article 12 beginning at Step 2.

TECHNOLOGICAL CHANGE

- 40.2
- A) With reference to the subject of new technology, the Company and Union will form a new Technology Committee for the purpose of handling this subject, and will meet monthly, or as required.
 - B) Where the Company introduces technological changes, or automates its plant processes, or launches a new product or new line and such changes affect the content of jobs held by bargaining unit personnel, the Company agrees to fill such new or changed jobs with bargaining unit personnel, and accordingly, to sponsor or carry out such training as may be required to enable employees to fill such jobs.
 - C) It is further agreed that should such technological changes be at a level whereby the responsibilities of the change are a concern of either party, then the in plant committee and Management will discuss in a meaningful manner to eliminate the concerns surrounding the change.

ARTICLE 41

PAID ABSENCE ALLOWANCE

- 41.1 A) An employee shall become eligible for a paid absence allowance credit as herein after defined, provided he has one (1) year of seniority as of June 4th of each year, and he has received prior approval from his supervisor five (5) calendar days prior to the date he wished to take his paid absence allowance day(s), and such request will be responded to within two (2) work days. Employees will be allowed to schedule their paid absence allowance days consecutively or separately.
- B) An eligible employee shall be entitled to receive four (4) paid absence allowance days in each year of the agreement. Employees with 10 or more years of seniority will receive five (5) P.A.A. days. Employees with 15 or more years of seniority will receive six (6) P.A.A. days. Employees with 20 or more years of seniority will receive seven (7) P.A.A. days.
- C) An eligible employee may use his paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to him provided his absence from work is taken as a four (4) or eight (8) hour increment. If the absence is granted for a four (4) hour period, it shall be the first or last four hours of a regular straight time shift.
- D) An employee must use his full paid absence allowance credit during the eligibility year. There shall be no carry- over of any unused paid absence allowance credit from one (1) eligibility year to any subsequent eligibility year.
- E) Paid absence allowance shall be paid at the appropriate straight time hourly rate.

ARTICLE 42

CONTRACT TERM

42.1 This contract supersedes and cancels all previous agreements, verbal or written between the Company and the Union and constitutes the entire agreement between the parties and concludes all collective bargaining negotiations for the term of the contract, except as specifically provided herein. This agreement dated the 4th day of June, which shall become effective June 4th, 2000 shall continue in full force and effect until the 4th day of June, 2003 and from year to year thereafter unless in any year, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination, or proposed revision of this agreement. If notice of proposed revision is given the parties hereto agree to bargain on the proposed revision, and this agreement shall continue in operation until:

- A) either party is notified by the other in writing that it considers bargaining to be at an end and the conciliation services as provided by the Ontario Labour Relations Act, have been exhausted; or
- B) a new Collective Agreement has been executed by the parties.

ARTICLE 43

ATTACHED LETTERS

43.1 The attached letters of agreement, hereinafter referred to as Schedule "B" are considered an integral part of the Collective Bargaining Agreement.

LETTER #		PAGE
1	EAP COUNSELLING SERVICE	89
2	WORKPLACE HARASSMENT	91
3	MINIMUM LEGISLATION	95
4	C.A.W. LEADERSHIP TRAINING FUND	96
5	PREFERENTIAL HIRING	97
6	JOB SECURITY	98
7	DATA TO BE SUPPLIED TO UNION	100
8	METAL WORKING FLUIDS	102
9	REINSTATED GRIEVANCE	103
10	PLANT CHAIRPERSON RECOGNITION	105
11	RETURN TO WORK COMMITTEE	106
12	MINUTE OF SILENCE	107
13	SUMMER STUDENT HIRING	108
14	W.S.I.B. WAIVER	109
15	LABOUR POOL	110
16	EMPLOYEE ASSISTANCE PROGRAM	113
17	CONTINUATION ROTATING SHIFTS	114
18	OVERTIME	115
19	INVENTORY MANPOWER	117
20	PARKING LOT	118
21	PLANT CLOSURE	119
22	TRAVEL TIME	121
23	ALLOWANCES	122
24	EDUCATION COMMITTEE	124
25	ISSUE BASED BARGAINING	125
26	INCIDENTAL WORK	126
27	LOCAL TRAINING/ADMINISTRATION FUND	127
28	EMPLOYEE SHIFT CHANGES	128
29	NEW HIRES	130
30	COPIES OF AGREEMENT	131
31	QPP REPLACEMENT REP	132

ACCEPTED AND AGREED TO JUNE 4TH, 2000

FOR THE COMPANY

W. A. WATSON
DIRECTOR OPERATIONS
ON HIGHWAY BRAKES (NORTH AMERICA)

G. E. STRICKLAND
REGIONAL HUMAN RESOURCES MANAGER

MARK HARDER
HUMAN RESOURCES MANAGER

KEN BREULT
PRODUCTION SUPERINTENDENT

FOR THE UNION

BOB JENNER
NATIONAL REPRESENTATIVE
CAW-CANADA

RICK GARANT
PRESIDENT LOCAL 1941

PETE BELANGER
PLANT CHAIRPERSON

ROYCE DRUMMOND
COMMITTEE PERSON
SKILLED TRADES

MIKE BYRNE
CHIEF SPOKESPERSON

SEAN O'DONNELL
COMMITTEE PERSON

THE FOLLOWING LETTERS SHALL BE
CONSIDERED "SCHEDULE B"

LETTER # 1

April 20, 2000

Mr. R. Jenner
National Representative CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

RE: EAP (COUNSELLING AND ADVISORY SERVICE)

During these 2000 negotiations the parties discussed the need for a comprehensive employee assistance program that would help employees and their immediate families balance work and family life. Based on these discussions the company has agreed to provide the Tilbury Brake Employees' and their dependents with a voluntary counseling and advisory service. The program will be made available through the CMHA (Canadian Mental Health Association) and will provide professional, personalized, confidential counseling and advice in the following areas. A 24-hour crisis line will also be made accessible where an E.A.P. counselor can be reached Toll Free.

Gambling
Substance abuse/Alcohol dependence
Marital/Family counseling
Elder and Child care issues
Work/Career counseling
Financial counseling
Stress management
Bereavement
Mental health
Anger management

The program will provide a maximum coverage of Twenty One Thousand Dollars (\$21,000.00) which equates to approximately Three Hundred and Fifty (350) hours of counseling over the life of this agreement, with an employee Co-pay of \$20.00 for each one hour session.

The program *will* provide coverage *for* employees and their dependents as defined below.

- “Dependents” include the employee’s legal spouse and children who are Canadian residents.
- “Children” means: -
employee’s unmarried dependent children under age 21;

Employee’s unmarried children under age 25, if they are full-time students and depend principally on the employee for their financial support whether or not they live in Canada; and

Employee’s unmarried, dependent children of any age who are unable to support themselves because of a mental or physical handicap.

“Spouse” means - employee’s legally married spouse, or common-law spouse of at least one year.

Mark Harder
Tilbury Human Resource Manager

LETTER I 2

March 23 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Subject: WORKPLACE HARASSMENT

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents: unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment, posting or circulation of offensive photos or visual materials, refusal to work or converse with an employee because of their racial

background or gender, unwanted physical conduct such as touching, patting, pinching, etc. unwelcome invitations or requests, backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT

Harassment is in no way to be construed as properly discharging supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behavior. Inform the individual that is doing the alleged harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson.

INVESTIGATION

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint

can be resolved immediately or if the complaint should be reduced to writing on a form developed jointly by the Company and the Union. Properly completed copies of this form will be forwarded to the Regional Human Resources Manager and the Plant Chairperson.

The Plant Chairperson and the Regional Human Resources Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Regional Human Resources Manager and the Plant Chairperson who will attempt to resolve the matter within ten (10) days of receipt of the Report in a manner that is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace. In the event the Regional Human Resources Manager and Plant Chairperson are unable to reach a consensus on a resolution to the complaint, the Employer will issue a decision on the matter.

At the conclusion of this step, the complaint, if unresolved, may be considered as a grievance for the purposes of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this

procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

In addition the parties agree to jointly educate all new employees regarding harassment in the workplace within the first year of hire, and provide all current employees with an annual refresher in each year of the contract. Course content will be developed jointly between the Union and Management.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 3

June 1, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7L 3K6

Dear Sir:

Subject: Minimum Legislation

During the course of these 1997 negotiations the Company and Union addressed concerns regarding legislative changes that have taken place or will soon be taking place. For example, it was agreed that:

Notice of Layoff shall be in accordance with the Employment Standards Act, R.S.O. 1990. Pregnancy leave, adoption leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1990. Benefit continuation during pregnancy, parental and adoption leave will be governed by the provisions of the Employment Standards Act, R.S.O. 1990. The parties agree to comply with Section 43 of the Occupational Health and Safety Act, R.S.O. 1990

it is further agreed that the Company will comply with the provisions of the Occupational Health and Safety Act R.S.O. 1990 and its regulations in effect as of March 1997. The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act, and Regulations made thereunder, as they existed on June 4, 1994, as the same relates to the Union, the Company and/or its employees, shall be minimum requirements incorporated within this collective agreement. However, where this collective agreement provides higher reenumeration in money or a greater rate, benefit, term or condition of employment in favour of an employee(s) with respect to a particular standard, this collective agreement shall prevail.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 4

May 19, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: C.A.W. Leadership Training Fund

The Company agrees to pay into a special fund two (\$02) per hour per employee for all hours worked during the life of this Agreement for the purpose of providing paid education leave for members of the Bargaining Unit selected by the Union, to attend courses to upgrade skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis. Cheques to be made payable to C.A.W. Leadership Training Fund and forwarded to C.A.W. Paid Education Leave Training Fund, Box 897, Port Elgin, Ontario, NOH 2CO. It is further agreed that selectees will be granted a leave of absence without pay for thirty (30) days of class time plus travel time where necessary. Employees will continue to accrue seniority and benefits while on leave.

The parties further agreed that this program, including the funding, will cease on June 3, 2003, unless the Company agrees to the continuance. Before making this determination the Company and Union will jointly review the progress and results of the program with the National Union, CAW six (6) months prior to expiration of this Agreement, and evaluate such progress and results in an objective manner.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 5

April 26, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: TILBURY PLANT - PREFERENTIAL HIRING ON PLANT
CLOSURE OR TRANSFER OF BUSINESS.

As per the discussions held during these negotiations, this is to advise you that, in the event bargaining unit employees are laid off as a result of the Company moving all or part of its Brake Assembly and Brake Machining work currently being done as at June 4th 2000 at Meritor Automotive Canada Inc.-Tilbury Brake Plant to another Meritor Automotive Canada Inc., Plant within Ontario, during the lifetime of this Collective Agreement, the Company has agreed to the following provisions.

The Company will accept applications from laid off Tilbury Brake Plant employees at the new location, and such employees who make application within thirty (30) days of being laid off will be given preference to job openings. Preference will be given on the basis of seniority, and these employees will be given the option of transferring to the new location, while maintaining their Tilbury Brake Plant seniority for the purposes of vacation entitlement and years of service toward their pension only.

It is clearly understood that all persons hired according to the above, shall be hired under the rates of pay and other working conditions existing or to be implemented at the new location.

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 6

May 11, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Job Security

During negotiations, the Union expressed concern about job security and its effect on the employment levels. As we discussed, our basic business philosophy is to keep work in-house if it can be performed competitively and practically.

Both parties recognize that the only real job security is to work at a plant that produces quality products that can be manufactured competitively and to maintain and continue the plant's ability to compete in a worldwide market. It is recognized that decisions are made in order to protect market penetration, to meet customers manufacturing requirements and to become more competitive in the market place. In those cases where such decisions will affect the employment levels, the Company will notify and hold meaningful discussions with the Union Committee thirty (30) days in advance. Where capacity exists in the plant every effort will be made to fill that capacity with the introduction of new work or increased production capacity in other areas. A joint Union/Management task group will be formulated comprised of three (3) members of each side to look into alternatives which may be available to the Tilbury Plant to maintain employment levels prior to finalization of the Company's decision.

Employees with seniority status as of June 4, 2000, placed on indefinite lay-off due solely to the Company's decision to transfer Brake Assembly and Brake Machining work currently done as at June 4, 2000 in the Meritor Automotive Canada Inc., Tilbury Brake Plant, will be eligible for severance pay according to the following schedule.

In order to receive this severance prior to being laid off for an accumulated period of 12 (twelve) months, employees will be required to voluntarily terminate their employment, waive all seniority rights, recall rights and rights to the provisions of Letter #5 as set out in the collective agreement.

Employees who do not voluntarily terminate their employment after being laid off as per above, will receive their severance after being laid off for an accumulated period of 12 months, and will not be required to voluntarily terminate their employment, waive their seniority rights, or rights to recall as outlined in the collective agreement.

In the event an employee is re-called after receiving such severance, the date on which they returned to work will be used as the starting point for establishing years of service for any future severance if laid off as a result of the above.

Years of service according to seniority date, or the years of service from the date of re-call.	Severance Eligibility(Weeks/Year of Service)
1-5	1
(5 years+1 day) to 10 years	1.5
10 years + 1 day	2.0

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 7

April 18, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Data To Be Supplied To The Union

As requested during the 1997 Contract Negotiations the Company agrees to furnish the Plant Chairperson with the following information as noted in this letter and upon availability of the information.

*** Seniority List**

The Company will supply an updated Seniority List to the Union upon their request every 3 months. Additional lists will be provided to the Union for purposes of Plant posting as requested.

*** Departmental List**

The Company will supply the Union with an updated Departmental List upon their request every 3 months.

*** WSIB /S&A/Accident Investigation Forms**

The Company will supply the Union upon written authorization from the employee, WSIB Form 7, S&A claim forms as requested and Accident Investigation forms will continue to be provided to the Union members of the JH&SC.

*** Employee Movement**

The Company will continue its current practice of supplying the Union with "Employee Release Or Transfer" forms. The above forms will provide the Union with employee movement information as required. The Company also will supply the Union the "Hourly Employment" report.

*** Telephone And Address Listing**

The Company will supply the Union with the Telephone and Address Listing when it's up-dated.

* Weekly Overtime Sheets

The Company agrees to submit to the Plant Chairperson the weekly overtime sheets that shows employee overtime hours/acceptance or denials etc.

* Pension Annual Credited Service Report

The Company agrees to provide the Union with the employees credited service pension report upon the Company receiving it from the actuaries each year. In addition when an employee retires he will be given a copy of the Canada Trust Pension statement. Any calculations of one's pension entitlement credits upon returning to active employment will be provided to the Union at the time of calculation.

* Timekeeping System

The Company agrees to provide read only access to the Company current time keeping system to the computer in the Union office in order to view PAA, safety shoes, and absentee information.

* Copy of Discipline forms and Absenteeism sheets will be supplied to the Plant Chairperson.

* Retirees

The company agrees to provide current retirees and employees on LTD, with information pertaining to their pensions or claims, as well as updates on social events, or other information as deemed necessary.

Yours Truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 8

June 1, 2000

Mr. R. Jenner
National Representative
CAW - Canada
467 St. Clair St.
Chatham, Ontario
N7L 3K6

Dear Sir:

Re: Metal Working Fluids

During the 1997 negotiations, the parties discussed employee exposures to Metalworking Fluids. It was acknowledged that over the past decade the Company has made significant strides in improving the overall workplace environment within the facility.

The Company agrees to monitor employee exposures to Metalworking Fluids and present their findings through the JH&SC in order to make recommendations if deemed necessary. Based upon their findings, the Company agrees to reduce employee exposures to Metal Working Fluids on new or existing equipment to a level of 1.0 mg/m³ (milligrams per cubic metre of air) of machining fluid total respirable particulates.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 9

June 1, 2000

Mr. R. Jenner
National Representative
CAW-Canada
467 St. Clair Street
Chatham, Ontario
N7M 5V9

Dear Sir,

Subject: Reinstated Grievance

During negotiations of the current agreement, the parties acknowledged the desirability of ensuring prompt, fair, and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective, and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and volatile of the fundamental principles of collective bargaining.

However, in those instances where National Union (C.A.W.-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Regional Manager of Human Resources in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claim, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned agreement at the time of the

reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claim for damages against the corporation in the grievance procedure, or any court or before any Federal, provincial, or Municipal agency.

An employee must institute the appeal procedure within sixty (60) days of the original disposition of the grievance. As soon as an employee institutes the appeal procedure the Union shall promptly give written notice to the corporation.

Notwithstanding the foregoing, a decision of any arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way the rights or obligations of the parties under the terms of the aforementioned agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retro-activity of any claim, including claims for back wages, or that provide for the final and binding nature of arbitration decisions or other grievance resolutions.

It is understood this letter agreement and the corporation's obligation to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 10

June 1, 2000

Mr. R. Jenner
National Representative
CAW - Canada
467 St. Clair St.
Chatham, Ontario
N7L 3K6

Dear Sir:

Subject: Plant Chairperson Recognition

Provided the hourly employment level at the Tilbury facility remains above 190 active hourly employees the Company will recognize a full time Plant Chairperson as elected by the Union membership. The Company also agrees to recognize an alternate Plant Chairperson during the absence of the Plant Chairperson while on an approved leave of absence.

The elected Plant Chairperson or his alternate shall work the hours of 6:30 a.m. through 4:00 p.m. The above mentioned hours refer to the normal workweek of Monday through Friday at pay level eight (8).

This letter will also serve as an understanding that the Company recognizes the alternate Plant Chairperson in the absence of the Plant Chairperson regarding matters pertaining to Article 12 of the grievance procedure. It is further agreed in the absence of the Human Resources Team Leader the Union will recognize the Superintendent of Manufacturing regarding Article 12.

Furthermore, the Company agrees to temporarily post the newly elected Plant Chairperson's hourly job. The Plant Chairperson will be allowed to return to his former job, seniority permitting, if he forfeits his Plant Chairperson's position for any reason.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 11

April 3, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Modified Duty / Return to Work Committee

During these negotiations, the Company and Union discussed the mutual concern for effective placement of employees with work related injuries. Both parties understand the need to provide such employees with meaningful work, and the importance of returning employees to their pre-injury jobs in a timely manner.

To address the on-going issues that arise with return to work programs, the parties will form a committee consisting of 2 representatives from both the Union and the Company. The committee will meet on a regular basis to review the status of the modified duty program. As well as addressing employee placement concerns, the committee will review accommodation issues, job modification opportunities and also help to identify areas for transitional work.

Injured employees placed into openings as opposed to bidding to a posting could be subject to further moves provided the said work is within their restrictions.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 12

June 1, 2000

Mr. R. Jenner
National Representative
C.A.W. -CANADA
467 St. Clair St.,
Chatham, Ont.
N7L 3K6

Dear Sir:

Re: Minute of Silence

During these negotiations, it was agreed to allow the employees to observe a minute of silence on April 28th in each year, at a time to be selected during working hours, in memory of those persons who have been killed at work during the last year.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 13

April 18, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Summer Student Hiring

It was agreed to by the parties that "summer students" may be hired within the period of April 15th through September 15th each year provided no seniority employees are on layoff who have the ability to perform the available work.

To qualify as a summer student, he/she must be currently enrolled in a full time course of study with an accredited College or University. To be eligible for consideration the candidate must also be in good standing and have completed at least one semester.

If the Company undergoes to hire summer students, a notice will be posted in the plant to inform all Tilbury employees. Children of current Tilbury employees, who make application by the given deadline, will have their applications reviewed for consideration prior to accepting applications from other students.

Summer students will be paid at a regular rate of 80 % of their classification for all hours they work. However applicable premium rates will be paid in accordance with the Collective Agreement. The Company agrees to allow a senior employee the right to exercise his shift preference (per article 18) displace a summer student working on the day shift provided the job is expected to last over ten (10) regular work days.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 14

April 18, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir,

Re: WSIB Waiver

During negotiations, the Union expressed concern about employees who were in need of financial assistance while awaiting the disposition of the Workplace Safety and Insurance Board decision to allow or deny a claim regarding a work related injury.

It was agreed that, upon completion by the employee of a personal guarantee and letter of authorization, the employer agrees to provide an advance to an employee who has applied for Workers' Compensation benefits. The amount of the advance shall be the equivalent of S&A benefits. The employer will provide the advance on a weekly basis only until the WSIB has issued an initial decision as to the employees eligibility for benefits in which at that time, the employee agrees to reimburse the Employer the amount of the advance received upon the WSIB benefits being granted. In the event the WSIB denies entitlement to the above noted claim, S&A benefits shall continue until such time as the employee returns to work or his/her eligibility should change. The parties agree that the personal guarantee and letter of authorization constitute a written authorization by the employee for the purposes of section 14(1) of regulation 325 of the Employment Standards Act R.S.O. 1990 c.E.14.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 15

April 19, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir,

Re: Labour Pool

It is agreed upon by the parties that the Labour Pool personnel will be utilized as follows:

- 1) To ensure the needs of operating the Plant on weekends is first, then
- 2) To allow regular employees more time off for personal reasons.

The selection of employees for the Labour Pool will be at the sole discretion of the Company unless otherwise mentioned:

- A) These persons working in the labour pool will not attain seniority/service rights nor Company provided benefit programs as the terms of the Collective Agreement and the meaning referred to as "Employee".
- B) Laid off employees will be paid at the applicable rate of pay in accordance with the terms of the Collective Agreement for only the hours they work.
- C) Summer students working in the Labour Pool will be paid at a regular rate of 80 % of their classification rate for only the hours they work. However, applicable premium rates will be paid in accordance with the Collective Agreement.

Labour Pool Procedures

- 1) A list will be posted in a convenient location each week for the non-classified employees to work additional overtime. Employees will be selected based on qualification and seniority.
- 2) Laid *off* employees if available will be offered the work on the weekends and this work will not constitute a recall for contractual purposes nor will this work start this employee's Company provided benefits.
- 3) Students that are available between September 16 and April 14 of each year.
- 4) The employee must give at least one (1) weeks notice to the Product Coordinator prior to the weekend in which the employee wants off. A form for these requests will be provided for by the Company. The supervisor will respond via the form to the employee(s) request for a weekend *off* by the completion of the Thursday shift preceding the weekend requested *off*.
- 5) The Personnel Department will monitor this program to ensure fair control as to which employees are granted time off and that seniority will not be construed as the controlling factor.
- 6) The number of employees to be *off* each of the weekends when overtime is required will be governed by the availability of qualified weekend workers and the fact that regular employees are available to ensure that the Company maintains the required product output to meet on a timely basis the customer's requirements.
- 7) As for the Skilled Trades/Maintenance Department employees, the Company will utilize the full intent of Article 34 Skilled Trades as it pertains to Supplemental Help, then will search from outside the plant for employees to see if they are qualified persons to do the job required so that the needs of plant maintenance programs are met. These procedures will be adhered to after active seniority employees have had their opportunity to work the overtime in accordance with Article 21 of the Collective Agreement. It is thereby agreed that both parties are working together in the best interest of everyone and by this, the program of this labour pool will be closely scrutinized to prevent

problems through the grievance procedures of the Collective Agreement to receive monetary wind-fall gains. If these situations occur, then both parties will discuss alternatives to the program to satisfy the intent of the program.

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 16

June 1, 2000

Mr. R. Jenner
National Representative
CAW - Canada
467 St. Clair St.
Chatham, Ontario
N7L 3K6

Dear Sir:

Re: EMPLOYEE ASSISTANCE PROGRAM

During these 1997 Contract Negotiations, Meritor Automotive and its Union Representatives discussed the Substance Abuse problems in the daily operations at the plant and how it effects the daily lives of our employees, co-workers and their families. In addition to the serious consequences to the individual, both parties recognize that these issues contribute to absenteeism and turnover, along with other disruptions to the workforce, and the adverse affect on safety, the employees job performance and the employees morale. Meritor Automotive, Tilbury realizes the importance of a continuous co-operative effort between its Management team and the C.A.W. officials and its Meritor members in this regard and it is agreed upon to meet and discuss these problems from time to time with the view to providing assistance to the employee in conjunction with the employees attitude towards the problem. Such assistance will include identifying the problem at the earliest stage possible, motivating the employee to obtain help, referral of the employee for appropriate treatment and to rehabilitation facilities, and work together to educate both Management and Union members to recognize how to deal with these problems in a constructive manner.

it will continue to be understood that where appropriate, employees will be allowed to apply and receive sickness and accident benefits provided they are medically authorized and in a rehabilitation facility or on a approved leave of absence in order to aid in their rehabilitation.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 17

April 14, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Subject: Continuation of Rotating Shift

During the course of these 2000 negotiations, the parties continue to agree to rotating shifts as it pertained to our plant operations.

- A) It will be at the Company's discretion as to the number of employees working on each shift.
- B) Employees exercising their bidding rights will fill the posted opening and qualify on the job assignment prior to being allowed to exercise their shift preference.
- C) In determining the number of employees per shift the Company will establish its total classification requirements by shift and then apply the following example:
 - 1) The Company requires seventeen employees in the Fabrication Classification.
 - 2) The shift requirements are ten employees on day shift, five employees on afternoon shift and two employees on the midnight shift.
 - 3) The rotating shift assignment would be six employees on a continuous three-shift operation, six employees on a two shift operation, and five employees on the day shift operation.
- D) Temporary increases in manpower will not effect the number of employees in the rotation group.

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 18

May 19, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Overtime

During the course of the 1997 Contract Negotiations the issue of voluntary overtime was discussed at great length.

The Union expressed the employees desire for some limitation in overtime and the option to have weekends off work. In keeping with the mandatory four (4) hours Saturday the Company and the Union will cooperate in trying to allow as many employees off weekends as possible who work overtime through the week by utilizing full time employees, labour pool and students.

The Company also made it expressly clear that our customers requirements for product and the need for responsive delivery is paramount to our future and consequently the most important aspect of job security.

The Union required and it was consequently agreed upon that the Company only schedule mandatory overtime of four (4) hours per week.

When only four (4) hour shifts are required to meet production and or customer demands then the Company will commence the Saturday shifts as follows:

MIDNIGHT SHIFT	11:00 P.M.
AFTERNOON SHIFT	11:00 A.M.
DAY SHIFT	7:00 A.M.

Any overtime required beyond this point will be obtained on a voluntary basis first from the regular employees (in accordance with Article 21) then through the use of the Labour Pool.

The normal starting times per shift will apply in all other situations. It was agreed that should customer and or production demands exceed the levels for the stipulated mandatory four (4) hour shifts, then the Company and the Committee will discuss such situations in order to review all options to maintain the customer's requirements.

Yours truly,

M. Harder
Tilbury Human Resource Manager

LETTER # 19

March 21, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Inventory Manpower

It is agreed that the manpower requirements for the Plants annual inventory will be done by seniority, classification and shift in which the inventory is being done.

Should there be any situations where other employees are required, then the Company will discuss the manpower needs with the in-plant committee prior to contacting off shift employees.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 20

June 1, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
NYL 3K6

Dear Sir:

Re: Parking lot

The Company agrees it will provide adequate parking facilities within the limitations of its available land. There will be an exit at the rear of the lot.

Yours truly,

M. Harder
Tilbury Human Resources

LETTER # 21

May 11, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir

Re: Plant Closure

Our objective at Meritor Automotive Canada Inc., is to operate a successful, competitive business at each of our plants. We recognize, however that business conditions are constantly changing. In the interest of our relationship with the CAW and our employees, we believe it is useful to express our commitment in the event of a plant closure.

Meritor Automotive Canada Inc., undertakes to provide the Union six (6) months advance notice of an intended plant closure. Following notice, the Company would be prepared to meet with the Union for the purpose of negotiating a Plant Closure Agreement, that would include a period of benefit continuance with the exception of S&A and LTD. Such discussions would occur immediately following the notice to the Union.

In the event that Meritor Automotive Canada Inc. should close the Tilbury Brake Plant, the Company has agreed to enact the following provision. Employees who are laid off as the result of a plant closure will be eligible for severance pay according to the schedule below. In order to receive this severance, the employee will be required to waive their rights to the provisions of Letter #5 as set out in the collective agreement.

Years of service according to seniority date or the years of service from the date of re-call.	Severance Pay (Weeks/Year of Service)
1-5	1
(5 years+1 day) to 10 years	1.5
10 years + 1 day	2.0

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 22

April 18, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Travel Time

If an employee is requested to perform work for the Company outside the Tilbury Plant, the hours worked, travel time, and any other related expenses will be agreed upon prior to accepting the assignment.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 23

June 1, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7L 3K6

Dear Sir:

Re: ALLOWANCES:

Allowances are a set amount of time added to the normal time to provide for personal, fatigue, and unavoidable delays, etc.

Basic allowances are as follows:

Personal Allowance of 5.41% or 26 minutes / 8 hour shift. This allowance covers coffee breaks and wash up times.

Contractual Allowances of 3.54% or 16.99 minutes / 8 hour shift. This allowance covers such things as getting a drink of water, getting gloves, aprons or tools, going to washroom, wiping sweat off brow, clean glasses, etc.

Rest, Delay, and Time Keeping Allowance of 4.00% or 19.20 minutes / 8 hour shift as per past practice. The rest portion covers fatigue experienced by the operator in performing a physical activity. The delay portion covers random occurrences of unavoidable interruptions and delays such as talk to foreman, inspector, etc., wait for lift truck driver or any other delays experienced by the operator that are beyond his control. The time keeping portion compensates for necessary time required to make out production cards and any other clerical work.

Additional allowances are available when necessary and can take the following forms:

Machine Allowances which can cover a variety of miscellaneous work associated with the machine. These occur as tool allowances and cleanup. Tool allowance is variable dependent on different factors such as machine type, number of tools, inserts, etc. It covers changes and adjustments to the machine, fixture, or tools, which are required to maintain size, finish, etc. or to change worn or damaged tools and inserts. **Cleanup is an allowance of 15 minutes/8 hours shift** which covers the general housekeeping of the machine and work area.

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 24

June 1, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario

Dear Sir:

Re: Education Committee

During these 1997 Contract Negotiations, the parties discussed at length, the topic of educational training needs for our employees, so they can meet the ever-changing requirements in the workplace and society in general that will enable the employees to compete in a worldwide automotive market place.

It was agreed upon **by** the parties, that both the Union and the Company are committed to working together in all aspects of developing this educational program which will **be** designed to better the employees, to get employees interest by ensuring their time and efforts are contributed toward the success of the program.

Following these negotiations a four (4) person committee will consist of the Plant Chairperson and one other Union member along with the Manufacturing Manager and the Personnel Supervisor to **do** the following:

- A) Survey the Plant and determine our needs
- B) Develop a training program and present to the Plant Manager for approval
- C) Search out and see if government funding is available
- D) Set up class room training in the same manner as B.E.S.T.

The functions of the committee will be co-ordinated through the Human Resources Manager

Yours truly,

M. Harder
Tilbury Human Resources Manager

LETTER # 25

April 19, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Issue Based Bargaining

During these 2000 Contract Negotiations the parties discussed in detail the concept of "Issue Based Bargaining" and have agreed to the possibility of visiting other plants that have used this new concept to get a better understanding of how it worked for them.

The Union agrees that they will bring this new concept to the membership at least six (6) months prior to the commencement of the 2003 contract negotiations for their consideration.

If approved by the membership, the Company agrees to train the Bargaining Committee on "Issues Based Bargaining" for the 2003 Contract Negotiations.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 26

March 21, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Incidental Work

During these 2000 Contract Negotiations the parties discussed the need to respect job classifications when conducting incidental work on overtime. It was agreed that when it is necessary for the Company to schedule incidental work such as cleaning, painting, general housekeeping & inventories on overtime, the Company and Union would meet prior to the work being performed, and that first priority would be given to the classification to which the work most closely relates.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 27

March 23, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

Re: Local Training /Administration Fund

The Company agrees to pay one cent (\$.01) per hour per employee for each hour worked during the term of this collective agreement, to CAW Local **1941** for the education and representation of its membership by the Local Union. Such payments will be made quarterly by cheque and issued to the Financial Secretary of Local **1941**, P.O. Box **518**, Tilbury.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 28

March 29, 2000

Mr. R. Jenner
National Representative
CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

RE: Employee Shift Changes

During these 2000 Contract Negotiations, the parties discussed a number of issues related to employee shift changes. As a result, the following process will be followed for employees switching shifts.

- Employees who wish to undertake shift switches will be responsible for all necessary arrangements in connection with such change.
- Employees must be performing the same job functions within the classification on different shifts. Employees switching shifts will assume each other's job/position.
- Employees wishing to switch shifts will complete and sign a standard shift change form at least five (5) working days prior to the date of the switch. Exception will be made in the case of bonified emergencies.
- The completed form must be submitted to the employee's direct supervisor for written approval. No shift switches will take place until both employees have written approval from their direct supervisor.
- If for any reason employees cannot satisfactorily perform the required work, the shift switch will be cancelled.

Employees wishing to switch shifts for five (5) consecutive working days or more (Monday through Friday inclusive) will be responsible for offering the switch to senior employees first. If a senior employee is overlooked for any reason the shift switch will be corrected as soon as practical, and the company will not be responsible for premium pay resulting from the switch.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

LETTER # 29

April 19, 2000

Mr. R. Jenner
National Representative CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir

Re: TILBURY BRAKE PLANT - NEW HIRES

If the Company undergoes to hire new full time employees at the Tilbury Brake Plant, a notice will be posted in the plant to inform bargaining unit employees of such.

Immediate family members of current Tilbury Brake Plant employees, specifically an employee's legal spouse and their children, as well as an employee's brothers and sisters **who** make application by the given deadline, will have their applications reviewed for consideration prior to accepting applications from other potential candidates.

It is further understood that any potential candidate including immediate family members of current Tilbury employees must meet the qualifications set out by the company at the time of hiring.

In any circumstance, this letter will only apply if it complies with all legislated requirements governing hiring practices (e.g. employment equity) in the Province of Ontario.

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 30

April 19, 2000

Mr. R. Jenner
National Representative CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

RE: COPIES OF COLLECTIVE AGREEMENT

During these 2000 contract negotiations the Company agreed to provide each member of the bargaining unit one (1) copy of the 2000 Collective Agreement. The Company has also agreed to provide ten (10) copies to the National Union and ten (10) copies to the Local Union. The Company will attempt to provide such copies within three months of signing the agreement.

Yours truly,

Mark Harder
Tilbury Human Resource Manager

LETTER # 31

May 30, 2000

Mr. R. Jenner
National Representative CAW - CANADA
467 St. Clair Street
Chatham, Ontario
N7N 3K6

Dear Sir:

RE: QPP REPLACEMENT REPRESENTATIVE

During these 2000 contract negotiations the parties agreed to replace the QPP Union position with another Union elected position, with the following provisions.

The position will be a full time Union elected position.

The representative will be paid at his/her current rate or rate 6 whichever is higher.

The representative's hours of work will be 6:30 a.m. to 4:00 p.m. in order to communicate with all three shifts.

In the absence of more than two consecutive days, the representative will be entitled to appoint a replacement from the In-Plant Committee to assume their position for the duration of the his/her absence.

The representative will assume a number of roles including follow up on Union Agenda items, assist employees with benefit concerns, help coordinate training initiatives, and help to support the plant's continuous improvement initiatives.

The representative will be provided with an office, computer, desk, chairs, and a telephone to assist with his/her duties.

Yours truly,

Mark Harder
Tilbury Human Resources Manager

The following is not part of the negotiated agreement
but has been included in this booklet
for information purposes.

TILBURY PLANT

PURPOSE

The interests of the Company and its employees are best served by teamwork, mutual understanding and confidence. The purpose of this material is to relate some of the things the employees may expect from the Company and to advance the policies of the Company in the form of fixed rules of safety and conduct.

As a condition of employment, each employee is expected to read and keep the material for future reference, and if any question should arise, the employee should consult his Supervisor.

1. Attendance

In order to maintain the operation of the plant on an efficient basis, employees are required to be regular in attendance and are expected to be punctual. In the interests of the efficiency necessary to operate the plant, absenteeism and tardiness and early quits shall not be tolerated and proper corrective action will be invoked when either are evident as determined by the Company.

Lengthy or chronic absences shall be sustained and allowed only as long as deemed practical inasmuch as the plant can only operate on a competitive basis so long as it is manned by employees who are able to work on a regular full-time basis.

In the event of illness or accident or other reason causing the employee to either be late or absent, he is required to notify the Company prior to the beginning of his shift. Notification consists of making a phone call to Area Code **519-682-1740** and advising the on-duty security officer or leaving a voice-mail message at **Ext.397**.

When calling in, be sure to indicate that this is to report either an absence or tardiness. The following information must be provided: Name, Clock Number, Supervisor, Reason for Absence or Tardiness, Expected Return, Name of Person Calling, Telephone Number Where Employee Can Be Reached.

A call-in verification number may be requested and will be given by the Company representative to the caller. Employees should record this number so that if any question arises as to whether or not the Company has been notified, the number can be verified.

Upon returning to work, report the reason for absence or tardiness to your Supervisor. Absences due to personal illness or injury require an acceptable doctor's excuse to have them treated as excused. The Human Resources department shall have the responsibility of granting an excused absence. Such responsibility may be delegated to the Supervisor in certain circumstances.

The employee shall be subject to the following disciplinary procedure for unexcused absences:

Three (3) Unexcused Absences or Tardiness in any ninety (90) Consecutive Calendar Days.

1st Offense - Verbal Warning

2nd Offense - Written Warning

3rd Offense - 3 Day Disciplinary Layoff

4th Offense - 5 Day Disciplinary Layoff

5th Offense - 10 Day Disciplinary Layoff

6th Offense - Subject to Discharge

However, this procedure represents a guide only and the Company may impose more severe disciplinary action if deemed necessary.

2. Pass-Out Procedure

The Company has established a pass-out system whereby employees will not be allowed to leave the plant premises, once entered, without obtaining a pass-out slip from their Supervisor or the Human Resources Department. The employee must also register his I.D. card prior to leaving.

A pass-out slip may be issued only by the employee's immediate supervisor, or other Management representative so designated by the Company, and only on the standard form so provided.

Employees requesting to leave the plant shall make their request through their Supervisor, stating the specific reasons for the request, which shall be so stipulated on the pass-out slip, if issued. Slips will not be issued unless, or

until, the Supervisor is convinced that the request to leave is justifiable and that the best interests of the efficiency of the operation is not affected. Employees who leave the plant without receiving an approved pass-out slip and registering his I.D. card shall be considered as having resigned effective at once.

3. Time Clock

The time clocks and I.D. cards are provided so that the Company will have a record of the hours worked by each employee. As a result of this record, the employee shall receive the correct amount of pay for the time worked.

Each employee will be given an I.D. card and you are responsible for this card as you are for safety glasses or any other piece of Company property you are issued.

In the event you should lose or damage your I.D. card, replacement will be available and a cost may be associated with a replacement card. Abuse of this procedure will entail automatic reimbursement cost borne by the employee.

You will be required to register the I.D. card through the electronic clock upon entering or leaving the plant at all times. (This includes lunch periods for those employees leaving and entering.)

This time keeping systems records your punches in single minute intervals.

An employee must only register his own I.D. card and never the I.D. card of another employee. Such infraction shall be subject to immediate disciplinary action.

4(a). Safety - Plant Policy

It is the policy of Meritor Automotive:

- To provide for every employee a place of employment that is free from recognized hazards that are likely to cause death, serious physical harm or illness.
- To conduct its operations safely, and to instruct and encourage its employees to work in such a manner that no **one** is exposed to significant risk, injury or illness.

- To develop, operate and maintain the facility in such a manner that the health and safety of the public is protected, accidental damage to property is minimized, effects upon the environment are controlled and effective community relations are maintained with respect to health and safety matters.
- To comply with applicable federal, provincial and municipal health and safety requirements, rules and regulations, and to adhere to generally recognized and accepted high standards of performance in the areas of occupational health and safety and environmental protection.
- No job shall be considered satisfactorily completed unless all employees have followed every precaution and safety rule to protect themselves, their fellow workers and the environment.

4(b).Safety - Employee Responsibilities

Safety is everyone's responsibility. Each and everyone of us can do much to prevent accidents and injuries by following safety rules while on the job, by remaining alert and by reporting any irregularity, which may cause an accident or injury.

Employees who fail to comply with plant safety rules or with applicable federal and provincial law regarding occupational health and safety, and environmental protection are subject to disciplinary action up to and including discharge. Federal or provincial prosecution is also possible.

- Occupational injuries or illness shall be reported immediately to your supervisor.
- Unsafe conditions and hazards shall be corrected or reported immediately to your supervisor.
- Safety guards and devices shall not be adjusted to make them ineffective or removed.
- Running, throwing objects, horseplay, scuffling and other such actions are strictly prohibited.

- Hazardous jewelry, rings, bracelets, watch chains, etc. must not be worn in the plant, nor shall neckties or loose clothing be worn around moving machinery. Clip-on ties are permissible.
- The use of makeshift or defective scaffolding or rigging, staging or climbing is not allowed.
- Each employee is responsible for keeping the area about his work station clean so that it is a safe area in which to work.
- Smoking is allowed in permitted areas only as posted.
- Personal protective equipment will be issued when necessary and shall be worn as instructed.
- Riding on lift trucks or other material handling devices is not permitted.
- Long hair shall be suitably confined to avoid possible entanglement in rotating shafts, spindles, gears, belts or other sources of entanglement.
- Material-handling devices shall be operated with extreme care. Any reckless driving will be subject to immediate disciplinary action.
- When entering or leaving Company property in a personal vehicle, the speed of that vehicle shall not exceed 24 kph.

4(c). Safety - Glasses

The Company will provide employees with safety glasses as follows:

- New hires will be supplied upon hiring either non - prescription or prescription glasses at no cost.
- * Non prescription safety glasses will be replaced at no cost to the employee provided the

employee can produce the damaged or scratched pair. In the event the employee cannot produce the said pair of glasses, he will be charged for the new pair. (For those employees who have forgotten their glasses they must return the borrowed glasses within 48 hours or be charged).

- * Prescription safety glasses will be replaced (at no cost to employee), if required due to prescription change or damaged in the performance of his assigned work, provided the glasses meet the safety standards of the plant.
- * The Company will make arrangements in Tilbury, Chatham and Windsor in order for employees to obtain prescription safety glasses.

4(d).Safety - Steel Toe Safety Shoes

All employees required to work on the shop floor shall wear steel toe safety shoes. Those employees without acceptable footwear will not be allowed to begin work. Experience has proven that by wearing safety shoes, many serious accidents can be prevented.

- To assist in the purchase of safety shoes, see Article 38.12 of the Collective Agreement.

For more information on health and safety see Articles 19 and 20 of the Collective Agreement.

5. General Rules of Conduct

To promote the welfare and meet the proper working conditions for all employees, the following procedures have been established.

Violations of the following rules will cause the employee to be subject to disciplinary actions as follows:

- 1st Offense -Written Warning
- 2nd Offense - 3 to 5 Day Disciplinary Layoff
- 3rd Offense - Subject to Discharge

However, this procedure represents a guide only and the Company may impose disciplinary action it deems necessary.

- A. In the event of illness or accident or other reason causing the employee to either be late or absent, he is required to notify the Company prior to the beginning of his shift. Notification consists of making a phone call to Area Code 519-682-1740 and advising the on-duty security officer or leaving a voice-mail message at Ext.397.
- B. Reporting to work or entering the plant under the influence of intoxicants, narcotics or illegal drugs, or attempting to bring or having on Company premises an intoxicating beverage, narcotic or drug; or use of these on Company premises (this includes the parking lot and surrounding Company grounds).
- C. The drinking of any alcoholic beverages during the lunch period, either on or off plant property, is strictly forbidden and will be considered a violation of this General Factory **Rule**.
- D. Sleeping in the plant at any time, or on Company property.
- E. The intentional registering of another employee's I.D clock card.
- F. Stealing or appropriating for personal use, tools, material or other Company property, belonging either to the Company or another employee.
- G. False statements made on, or the falsification of, the employment application, employment records, medical records, production counts, or other records, including emergency calls or call-in to report absence or tardiness.
- H. Fighting, threats, or attempting bodily injury to another employee or Supervisor.
- I. Insubordination: including using profane language, refusal to follow instructions, work assignments, or failure to co-operate with plant security officers in the performance of their duties.

- J. Abuse or deliberate destruction of Company property or disruption of the Company operations or careless workmanship.
- K. The disregard of operational instructions resulting in the damage or scrapping of materials or machinery.
- L. **Gambling of any form on Company property.**
- M. The carrying of weapons onto Company property.
- N. False statements made with regard to work - related injury and/or accidents in the plant.
- O. Deliberately delaying or restricting production or inciting others to delay or restrict production.
- P. Carelessness resulting in injury or damage.
- Q. Failure to meet production standards.
- R. An employee must not enter the plant more than thirty (30) minutes before his shift starting time, except when authorized to work overtime. The employee must not enter his department or place of work more than fifteen (15) minutes before his shift starting time. He must also clock out and leave the plant within fifteen (15) minutes following the end of his shift unless otherwise authorized by his Supervisor, or Personnel.
- S. Employees must be in their places and ready to begin work promptly at the start of their shift and at the end of their lunch break period. Preparations should not be made to leave (such as washing up, removing aprons, lining up at the time clock, etc.) before the bell sounds for lunch or the end of the shift.
- T. Work of a personal nature is not to be performed on Company time, on the premises or on plant equipment.

- U. Violation of plant parking privileges, including failure to obey the signs regarding speed, entry/exit, parking or the careless operation of a motor vehicle or cycle.
- V. Employees are expected to stay in their department unless authorized to leave in the normal course of their assignment or after a pass has been issued by the supervisor.
- W. Entrance to or exit from the plant and or Company premises is limited to the designated areas.

7. Miscellaneous

- A. Congregating or loafing in the washrooms or near vending machines or visiting around the plant is not permitted. Coffee and soft drink machines are provided and must not be abused. Cups, wrappers, and other debris must be placed in the waste containers. Reading newspapers, magazines, or other literature will not be permitted on the job.
- B. Signs, notices, or bills shall not be posted in the plant by employees unless specifically authorized by the Human Resources Department.
- C. Soliciting, selling, or distributing merchandise or literature, or campaigning of any sort will not be allowed on Company property unless authorized by the Human Resources Department.
- D. Employees are not permitted to receive personal telephone calls in the plant, however, information regarding emergency calls will be relayed to the employee. All calls made by employees from the plant which are of a personal nature will be made during the lunch period on pay telephones provided for such purposes.
- E. The Company reserves the right to examine packages, lunch boxes, containers, or clothing as employees enter or leave the plant.

- F. Any equipment provided by the Company such as tool boxes, tools, shop towels, or any other item charged out to an employee must be accounted for by him upon request. Missing or mutilated items shall be replaced and the employees charged their replacement cost.
- G. All employees will receive their weekly pay stubs from their supervisor. Pay stubs shall be given only to persons to whom they are due. When an employee is absent, his pay stub will only be given to a properly identified person who presents a written request signed by the employee. These pay stubs will be available in the supervisor/product coordinator office during normal office hours.
- H. Cameras, radios, tape recorders or television sets are not permitted on Company property without the express written consent of the Human Resources Department.
- I. Testing devices prescribed by an outside source to measure cardiac, or any other physical, or atmospheric measurement, noise levels, etc. may not be worn without the express written permission of the Site Manager.
- J. When leaving the employ of the Company, Company property including badge, goggles, keys, glasses, etc. must be checked into the tool crib, and missing articles or equipment signed for by employee will be charged to the employee according to their replacement cost.
- K. No unauthorized employees are permitted to wait in the plant guardhouse. Only those employees awaiting transportation to the doctor or hospital emergency room or those having direct business with the plant guards will be permitted.
- L. Employees must notify the Human Resources Department immediately upon changing their address, telephone number, marital status or change in dependency status. All of those items affect the Company's ability to contact your

family in the event of an emergency and may have an immediate effect upon you or your dependents' eligibility for benefits.

- M. Employees will submit to periodic medical examinations, when requested as a safeguard to health and hygiene.

While these are the Rules and Regulations presently in effect, employees will be advised of any changes to them that become necessary by posting on the bulletin boards.