Feb. 12, 2003

Between:

Tenneco Automotive - Cambridge, Ontario Facility

and

United Steelworkers of America and its Local No. 289

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Whereas the parties desire to renew their collective agreement,

Now therefore, thenegoriarion committees of the Union and the Company hereby and all of the members of the committees hereby agree to recommend to their respective principals that the following Settlement he ratified:

- 1. She new collective agreement will have a three (3) year term, expiring on February 6, 2006;
- 2. All provisions of the collective agreement that expired on February 6, 2003 will be renewed unless specifically amended as par paragraph 3 below.
- 3. All amendments, delerions and new provisions are as attached to this document, dated and signed off on behalf of each of the parties. Such amendments, deletions and new provisions, together with the provisions described in paragraph 2 above, will constitute the new collective agreement.
- 4. Although attached to this Memorandum of Settlement and completely enforceable because it is incorparated by reference in Article 16, the Tenneco Automotive. Cambridge Hat Weather Plan (version 3) is a policy and will not form pall of the collective agreement booklet.

Signed at Cambridge, this 12th day of February, 2003:

IISWA

Tenneco Cambridge
(Alker Exhausts)

OFFICE OF

MAR 7 0 2003

COLLECTIVE BARGAINING INFORMATION

Feb. 6, 2003

#### 1.02 2<sup>hf</sup> paragraph:

The Company will not call or authorize an unlawful lock-out and no officer or agent of in employer or employer's organization will counsel, produce, support or encourage an unlawful strike or threaten an unlawful lock-our,

1.03 The Union's outside representative has the right to attend at the workplace with the permission from the Plant Manager or Human Resources Manager, This request will not be unreasonably denied.

Signed at Cambridge, this 6th day of February, 2003:

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Feb. 6, 2003

#### 2.03 No Discrimination

The Company agrees that is free from discrimination and harasament that is contrary to the Ontario Human Rights Coda. The Company also agrees that it will cooperate with the Union and its representatives po that they can fulfill their duties and responsibilities in accordance with the Labour Relations Act and the provisions of this Agreement, The Company will not discriminate against an employee because of membership m the Union or participation in the lawful activities of the Union.

Signed at Cambridge, this 6th day of February, 2003:

Tenneco | Cambridge (Walker Exhausts)

Feb. 12, 2003

- 4.05 (b) Sections 4.02 to 4.05 inclusive are for the purposes of calculating shift premium only, per Section 4.05(a) above.
- 4.06 A shift will be considered worked on the day it began; however, a regular 3<sup>1d</sup> shift that begins at its regular time on a Sunday night is considered to be a Monday shift and is not subject to double time as described in Section 4.08 below. There will be an equivalent result for any regular 3<sup>rd</sup> shift that begins at its regular time on the night of a paid holiday.
- 4.07 (a) Any employee may request a shift change for any reason with another employee in the same classification and same department; the request should be made at least 16 hours in advance of the start of the shift; the request will not be unreasonably denied.
  - (b) If an employee's weekly shift schedule is changed by the Company, then the Company will advise the employee by noon on the Friday or tho week prior to the shift schedule change, except that the employees on the 3rd shift will be advised before their shiftends on Friday morning.

Signed at Cambridge, this 12th day of February, 2003:

le levries

(Walker Ekhausts)

Tenneco - Cambridge

Feb. 13, 2003

#### Shift Premium 4.07 (a)

Increase RI of ratification as follows

Signed at Cambridge, this 13th day of February, 2003:

USWA

Tenneco Cambridge (Walker Exhausts)

#### Feb. 12, 2003

#### 4.09 Overtime

Overvime shall be voluntary and subject to the following conditions:

#### (a) Overtime Distribution

The following procedure will be uniformly followed throughout the plant:

- (i) Employee(s) who prove errors in overtime distribution will be entitled to pay ni the applicable overtime rate for any lost opportunity.
- (ii) An overtime list will be established for each classification within a department of all employees by shift. When overline becomes necessary, it will first be offered by seniority in rotation to those employees who normally perform the work on the shift where the work is required (first time through by seniority) in rotation by hours equalization.
- (iii) The Company will notify the employees of the need for weekend overtime work prior 10 the lunch period of each shift on Thursday of that week (including the midnight shift deemed by Section 4.05 to start on Wednesday), Employees who refuse a weekend overtime opportunity will be deemed to have worked for tracking purposes, il notified by Thursday shift lunch break.
- (iv) Employees who refuse a weekday overtime opportunity will be deemed to have worked for tracking purposes, if porified by shift lunch break.
- (v) A shop steward or alternate must be present when overtime telephone calls are made by supervisors,
- (vi) Every employee will carry his total overtime hours to whatever job, shift, or department assigned and such overtime hours will be used to determine his rotation and opportunity, except for:

Signed ut Cambridge, this 12th day of February, 2003:

La langue

Tenneco | Cambridge (Walker Exlyausts)

Feb. 12, 2003

- 1. new hires;
- when an employee posts into a new Job through the job posting procedure; and

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3. when an employee returns to work from lay-off.

In the excepted cases, their overtime hours will be calculated to equal the highest number of overtime hours within the class or group on the shift that the employee works.

- (vii) For the overrime purposes of this Section 4.09(a) only, Operators in departments 03, 17 and 29 will be considered as one (1) group.
- (b) Shift Rotation

Employees who change shifts outside of their regular rotation voluntarily or at the Company's request will be deemed to have forfolded their entitlement to overtime only for the period of time they are out of rotation, except as fallows:

- Daily overrime: such in employes will only be asked to work oversime after employees who are not out of rotation on that shift are asked first.
- (ii) Weekend overtime; such an employee will be asked only if his regular shift is scheduled to work, and it is his turn to be asked to work
- (c) Employees Absent from \York

Employees absent from work for my reason will be charged with all overtime hours that they could have worked had they been all work at the time of the overtime opportunity, and the subsequent employee in rotation did work the overtime assignment.

Employees absent from work on Company or Union business will be required to contact the Company about any overtime opportunities. If no contact is made, the overtime entitlement missed will be calculated against the employee affected,

Signed at Cambridge, this 12th day of February, 2003:

JSWA /

Tenneco - Cambridge (Walker Exhausts)

## (d) Overtime Distribution Outside the List

If the Company is unable to **get** sufficient volunteers for an overtime opportunity from the relevant overtime list, then the Company shall offer the overtime to employees from other shifts who normally perform the work, In the order of shifts 1, 2 and 3.

#### (e) Second Opportunity

If there is overtime to be worked on Saturday, Sunday or Paid Holidays on two or more shifts in a classification within a department, then all the overtime that is available will be offered at or about the same time to the employee in a classification within a department on the shift in which the overtime is to be worked. In particular, day shift overtime will be offered to day shift employees and afternoon shift overtime will be offered to afternoon shift employees. Overtime that is not filled on either or any shift will next be offered to the employees in a classification within the department on another shift who have not yet been offered any overtime. Overtime will next be offered to the employees in a classification within a department on another shift who were offered overtime on their home shift, but refitsed,

For tracking purposes under this Section 4.09(a) only one refusal will be crocked even if the employee who refuses subsequently accepts another offer or has another refusal.

If the Company still needs further volunteers, then the Company will offer the overtime to any other qualified employees, first in the department and then in the plant using the same criteria as in Section 4.09(a) above for evertime distribution. An employee who works overtime in accordance with this provision shall have his evertime tracked. An employee who refuses an overtime assignment outside his department will not be charged for the overtime hiours refused.

Signed at Cambridge, this 12th clay of February, 3003:

USWA Lovering Romy Hor.

Tenneco - Cambridge (Walker Expansis)

#### (f) Union Cooperation

If the Company experiences difficulty in obtaining sufficient volunteers in accordance with this acction 4.09, the Union will attempt to resolve the problem.

#### (2) Overtime Records

The supervisor will canvass all overtime distribution for his department, and will post an updated overtime list perdepartment for viewing on the boards provided by the Company ineach department on a drily basis. If an employee elects or refuses an overtime assignment, he will initial a sheet provided by the supervisor,

All Saturday and Sunday overtime will be posted prior to the employee's last regular shift scheduled to be worked in the week, with the date and time of posting recorded on the schedule; a copy of the posted schedule will be given to the Steward. The onus will be an the employee to promptly advise the Company of any errors or omissions, in advance of the overtime work in question. In the event there are no timely complaints about the schedules, then the schedules will be deemed to be correct.

All weekday overlime will be posted inn timely fashion prior to shift end. .

Overtime hours will be recorded as straight time hours paid. For example, eight (8) hours of overtime worked at time-and-one-half will be recorded as twelve (12) hours; eight (8) hours of overtime worked PI double time will be recorded as sixteen (16) hours. The Company will equalize overtime hours as equally as possible.

For the purposes of overtime calculations, the Company and the Union agree that all overtime hours will be brought back to zero upon ratification and on January 1st of each year after.

Signed at Cambridge, this 12th day of February, 2003:

USWA ,

Tehneco - Cambridge (Walker Exhausts)

4.1) (iv) absence because of a layoff if the employee has worked any of the five (5) work days preceding or any of the five (5) work days succeeding the holiday: for the purposes of the Christmas season (rip io and including Now Year's Day) only, "five (5) work days preceding" will be read a i "fifteen (15) work days preceding".

Signed ar Cambridge, this 12" day of February, 2003:

Tal Bil

Tenn co - ambridge (Wal er hausts)

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#### Section 4.12 Late Starts/Early Quits

Lace starting and early quitting will be dealt with as follows (without affecting the Company's rights to discipline):

For the purpose of starting and quitting work, rima will be considered only in periods of 1/10 of an hour, and if an employee starts working after the starting time to occasion a broken period of less than six (6) minutes, Ire will be penalized for the full period of the 1/10 of an hour concerned,

Signed it Cambridge. this 6th day or February, 2003:

Your Money

Tenneco - Gambridge (Walker Exhausts)

7.03 (d) Employees will be notified of vacation approvals by April 30th of each year.

Signed at Cambridge, this 6" day of February, 2003:

| Size | Hillie | Tenned - Cambridge |
| Walker Exhausts) |
| Size | Size | Size | Size |
| Size | Size

2/06/03

Feb. 6, 2003

9.01 (b) Union seeks to change "qualified" lo "able"

Agreed

9.04 (b) Agreed and signed off

9.05 Agreed and signed off

9.11 When the parties mutually agree that there liar been a radundancy due to the elimination of an identifiable pan of the plant, radundant employees who bump or are laid off have one opportunity to choose as their new home department any department infowhich they bump or are subsequently recalled (if laid off from the plant because of redundancy), or they will attain a new home department through the job posting process, except that they will not be subject to 9.05(a)(2). If a redundancy rakes place in stages, all redundant employees will be given the above opportunity to choose a bump (if the bump Is available) at the same time. Any references In this section 9.11 to bumps, ley offs or recalls will be interpreted per the other provisions in this Article 9.

Signed at Cambridge, this 6th day of February, 2003:

Tenpeco - Cambridge (Walker Bahausis) February 13, 2003

Dear Mr. High.

### Re: Chrysler LH and Honda Employees

Because of the unique circumstances caused by the loss of jobs due to the end of these programmes, the Company hereby agrees to the following one-time arrangement:

The recall rights under Section 9.04(d) of fony-eight (46) months that normally apply only to employees who have achieved ten (10) years of service will apply to all of the employees who are affected by these job losses.

John Sheridan Plan Manager

Yours thuly,

### Memorandum of Settlement

## Feb. 6, 2003

### Section 9.04 Loss or Seniority

If he fails to report for work after a layoff within six (6) working days after recall unless he furnishes to the Personnel Manager an adequate reason for the failure io return to work within that time. The Company will notify such employee of ids recall by notice sent by registered mail addressed to him at his last address as shown on the Company records in which event he will be deemed to have been recalled for the purposes of this Agreement the day following the mailing of the notice:

Signed at Cambridge, this 6th day of February, 2003:

Les lungia

Tenneco - Cambridge (Walker Exhausts)

#### 9.05 Job Porting

- All vacancies (with the exception of skilled trades) in excess of four (4) pay periods will be posted throughout the plant for five (5) working days on boards provided for such purpose. Employees desiring the posted job will make written application to the Personnel Department on the forms provided by the Company. The Union will receive the names of the applicants and subsequently the name of the successful applicant will be posted within seven (7) calendar days from the date the job was removed from the job posting board.
- The selection of Job Posting applicants will be conducted an the basis of sentority where it can be reasonably expected that the employee will be able to perform the normal requirements of the job within a reasonable period of time. The following selection procedure will apply to all classifications and departments covered under section 9.01(b):
  - (i) The successful applicant will be paid the rate of the new job if greater than the applicant's current job within fourteen (14) calendardays from the date the job was removed from the lob Posting Board or the date the employee was assigned to the position whichever is earlier.
  - (ii) The successful applicant will be moved into the posted position within (wenty-one (21) calendar days from the dare the job was removed from the Job Posting Board. In the application of Section 9.05(c) and (d), the above procedure will be repeated for each department.

For classifications and departments covered under section 9.01(a) successful applicants will be moved into the posted position as soon as

Signed at Cambridge. this of day of February. 2003;

SWA TO

Tenneco - Cambridge (Walker Exhausts)

practical and no Interthan eight (8) pay periods from the date the job was removed from the Job Posting Board.

Nothing in this section 9.05(b) will prevent the Company from specifying a start date in the job posting liself for positions created by naw launch programs, which will be the date that the successful applicant is entitled to be moved into the Job and to be paid the appropriate rate.

- The successful applicant will be given a ten (10) day trial und training period on the new job. Duting this period of time, the employee may return to his previous jab; if so, the employee will be considered to have declined the job and will be limited in applying for anorher job posting for a period of six (6) months from the time of declining the Job per 9.05(f) below. An employee who chooses not to try a job will not have declined the job, but will be considered to have withdrawn the application. If an employee returns to his previous job, then any employee who may have transferred as a result of the porting will also be returned to his former job.
- (d) The job will not be reposted. The Company will then make the next selection from amongst the original applicants.
- (e) If there were no other applicants, then the Company may fill the job from other sources. This would be, in order:
  - (1) the most senior of employees who are limited in applying for posted Jobs per 9.05(e) above or (f) or (g) below if they want the job employees with no home department or classification hire new employees
- (f) The successful applicant in a job posting who does not decline, including employees who fill a Job per 9.05(e) above, will be limited in applying for another job posting for a period of six (4) months from the time of

Signed at Cambridge, this 6th day of February, 2003:

USWA

Tenneco/- Cambridge (Walkey Exhausts)

accepting the original job, such that s/he will not be considered for another job posting except for 9.05(e) above.

- Newly hired employees will be limited in applying for a job posting per 9.05(e) above for the first six (6)months from date of hire.
- (h) New employees may be hired to fill immediate job requirements while employees are being selected through Job Posting.
- Vacancies for temporary absence due to illness or injury will be posted as temporary postings. The successful applicant may only fill the position during the absence of such ill employes. The successful applicant is in no way limited from makingjob applications for permanent jobs.
- (i) A list of those applying for a job posting will be posted in the plant within three (3) working days of the posting closure dure.
- The name(s) of the successful applicant(s) will be posted within fifteen (15) days of the trial and training date,

Signed at Cambridge, this 5th day of February, 2003:

USWA

Tenreco - Enmbridge (Walker Ethausts)

#### Feb. 10,2003

- 9.07 Change "two (2) poy periods" lo "two (2) shifts"
  - For temporary assignments of two (2) shifts or less, the Company will first (a) offer the assignment to the two (2) most senior qualified employees in the effected department by order of seniority. If those employees refuse the sssignment, the Company will assign the most junior qualified employee in the affected department. If there are no qualified employees uvailable in the affected department, the Company will offer the assignment to the most senior qualified employee in the plant. IT that employee roluses the assignment, the Company will assign the most junior qualified employee m the plant. Far the purposes of this Section 9.07, the affocted department will be the department where die assignment is being parformed.
  - For temporary assignment of more than two (2) shifts but not more than (b) four (4) pay periods, the Company will offer the assignment to qualified employees in the affected department by order of seniority. If all senior qualified employees refuse the assignment, the Company will assign the most junior qualified employee in the affected department. If there are no qualified employees available in the affected department, the Company will offer the ussignment to the most senior qualified employee in the plant If that employee refuses the assignment, the Company will assign the most junior qualified employee in the plant.
  - (1) Employees will be advised of temporary assignments that are expected to last far a complete pay period or longer by noon on the Friday of the week prior to the temporary assignment.

Signed at Cambridge, this 10th day of February, 2003:

nnacd - Cambridge

(Walker Exhausts)

Feb. 10, 2003

9.08 The rules of seniority provisions for layoffs, or reductions of employees within a department, and recalls are as follows:

[The rast of this Section 9.08 of the current Collective Agreement will remain unchanged.]

Signed at Cambridge, thio 10" day of February, 2003;

losway longues

Tenneco - Cambridg (Walker, Exhausts)

In the event of a full or partial plant closure, all employees who are permanently laid off and who have all east three (3) years of service at the time of lay-off will receive two (2) weeks severance pay par completed year of service to a maximum of twenty-six (26) weeks. This severance pay will be in lieu of any statutory entitlement to severance pay. An employee may elect to retain recall rights, in which case the severance pay will be held in trust, once an employee elects Ia have the severance pay paid out, all recall rights are lost. The severance pay will be paid out once seniority rights are lost per Section 9.04 or 1f an employee makes no election within two (2) weeks of the end of active employment.

Signed at Cambridge, this 12th day of February, 2003:

Les legans

Tenpeco - Cambridge (Walker Labouses)

Feb. 12, 2003

#### Socilon 9.12

In the event of a full or partial plant closure, all employaes who are permanently laid off and who have at least three (3) years of service at the time of lay-off, will receive two (2) weeks severance pay per completed year of service to a maximum of twenty-six (26) weeks. This severance pay will be in lieu of any statutory entitlement to severance pay. An employee may elect to retain recall rights, in which case the severance pay will be held in trust; once an employee elects to have the severance pay paid out, all recall rights are lost. The severancepay will be paid our once seniority rights are lost per Section 9.04 or if an employee makes no election within two (2) weeks of the end of the active. employment,

Frevious page

Signed at Cambridge, this 12th day of February, 2003:

USWA

Tenneco - Cambridge (Walker Exhausts)

- 10.03 All grisvances raised by an employee(s) over the application of this Agreement will be raised promptly by the employee(s) concerned within five (5) working days of the event giving rise to the grisvance (in the case of a disciplinary suspensioner discharge, this means five (5) working days after written notification is received by the employee, with a copy to the Union at the same time). A settlement of the grievance will be altempted in accordance with the following procedure:
  - Step I: The aggriced employee, accompanied by the Shop Steward, will discuss the grievance with his supervisor. The supervisor will give his answer or decision by the end of the shift on the next working day after the discussion.
  - Step 2; The Step 1 answer will settle the grievance, unless the grievance is placed in writing (ongrievance forms supplied by the Union), stating the facts, and dated and signed by the aggrieved employee and a member of the Grievance Committee and presented to the Plant Superintendent within five (5) full working days of the delivery of the Step 1 answer. The Plant Superintendent or designate, Production Manager or designate and Human Resources Manager or designate, the Supervisor, the Chairman of the Grievance Committee and the Grievance Committee will theet in an attempt to resolve the grievance. He will then give his Step 2 answer within two (2) full working days after such meeting.
  - Step 3: The Step 2 answer will settle the grievance timess it is appealed in writing by the Grievance Committee to the Plant Manager within five (5) full working days of the dollvery of the Step 2 answer. A meeting will be held within ten (10) working days between the Grievance Committee, an International Union representative or his designate and the Plant Manager or his designee (and any of his staff) to discuss the grievance. His Step 3 answer will be given within five (5) full working days after such meeting.
- Within thirty (30) working days of receipt of a letter referring a matter to arbitration, the Union will submit a list of three (3) impartial arbitrators to the Company, The Company will within ten (10) working days agree to

Signed at Cambridge, this 6th day of February, 2003:

JSWA

Tenneco- Cambridge (Walker Exhausts)

rend an additional list of three (3) impartial arbitrators in the Union far their agreement. If the parries are unable to reach an agreement then either parry may apply to the Minstry of Labottr io make an appointment for an impartial arbitrator to hear the case.

- 10.05 (a) Any employee or employees submissing a grievance will, upon the Union's request, appear when such grievance is being considered or reviewed.
  - Grievances related to written warnings or more serious discipline will (b) commence at Step 3,
- 10.07 (a) Should any employee be dismissed for just cause s/he may bave recourse to the grievance procedure set forth in this Article 10 notwithstanding that upon dismissal s/he may cease to be an employee of the Company, provided that such grievance will be submitted in writing directly at Step 3 (signed by the griever end a Grievance Committee Person) within five (5) working days of written notification of the action to the employee.
- At the outset of a disciplinary meeting involving a written warning, 10.07 (d) disciplinary suspension or dischargo (the "discipline"), an employeewill have a Shop Steward present and the Shop Steward will be made available before the meeting commencer. Any such meeting will be held in a private place. Failure to comply with these requirements will render the discipline null and void.
  - There will be a two (2) the corrective action system for discipline: first  $(1^d)$  tier for work rules, second  $(2^{nd})$  tier foi absence is m. (E)
- 10,10 The Company and Union will meet at least three (3) three per month (two (2) times in December, July and August) where sufficient grievances are outstanding to warrant such meetings.

Signed at Cambridge, this 6th day of February, 2003:

Tenneco - Cambridge (Walker Babausts)

Feb. 10, 2003

10.08 Members of the Grievance Committee and/or a departmental steward may make application to a supervisor or to the Human Resources Manager or designate for time away from work without loss of pay in order to perform their Union responsibilities in accordance with this Article 10, including the filing of grievances and the representation of grievors during the steps of the grievance procedure, but not including any time spent at arbitration (as described in section 10.04). Any such request will not be unreasonably denied. A griever will be granted time away from work without lors of pay in order to file a grievance and to attend grievance meetings in accordance with the griever's rights as described in section 10.03 and 10.05.

Signed at Cambridge, this 10th day of February, 2003:

USWA

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Tenneco - Cambridge (Walke Exhausts)

Feb. 12, 2003

11.04 In the event of moves of equipment and employees that are not already covered under Ankle 9 or Section 11.03, the Plant Manager and the Human Resources Manager will meet with the Union Negotiating Committee without delay and as soon as mutually convenient to discuss the moves.

Signed at Cambridge, this 12th day of February, 2003:

ISWA

Tenneço - Cambridge (Walker Exhausts)

Feb. 12, 2003

13.01 The Union will appoint five (5) members to a Safety and Health Committee (50 long at all least one (1) of the members is from the afternoon shift), plus One (1) alternate. The Company will appoint the same number of representatives to the Committee. The function of the Committee is to promote the safety and health of the employees of the Company. The Company will supply reasonably sufficient first aid equipment, which will be kept so that it is reasonably accessible to the employees. The Company will state that all the Union Safety and Health Committee members plus the alternate will be certified, at the Company's expense for the certification and training through the Workers Health and Safety Centre.

Signed at Cambridge, this 12th day of February, 2003:

Les lagris

Tennecq · Cambridge (Walker Exhausts) Feb. 12, 2003

ployees up to the amount of \$110, no more than once of CSA approved safety from the former. Employees must

13.04 Safety Shoes

The Company will reimburse employees up to the amount of \$110, no more than once per year, towards the purchase of CSA approved safety footwear. Employees must receipt. The Company may reimburse an employee up to a second payment of \$110 within a year if the employee can demonstrate that his boots have been badly damaged by oils and coolents used in the course of the employee's assigned work in tube bending operations.

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Signed at Cambridge, this 12th day of February, 2003:

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Tenneco - Cambridge (Walker Exhausts)

## Feb. 9, 2003

- In the event of any accident or near-miss the Company will notify the Union Safety and Health Representative for the area. In such a care, the Representative will be afforded the opportunity to take pan in the inspection of the accident location and investigation of possible causes. The results of these investigations will be reviewed at the monthly Safety and Health Committee meetings.
  - Plant safety inspections will be conducted monthly and sufficient time away from work without loss of pay will be granted to the Safety and Health Committee members until the inspection and the inspection report are completed
  - (c) The Safety and Health Commutee will be given a copy of all Form 7'1 and all accident reports ri the same time as they are submitted in the Workplace Safety and Insurance Board ("WSIB").

Signed at Cambridge, this 9th day of February, 2003:

la Seonara

Tennecoj- Cambridge (Walker Exhausts)

Feb. 12, 2003

#### 15.02 Pension Plan -

Increase pension baser by the following amounts

7 Feb 03	\$2,00
7 Feb 04	\$2,00
7 Feb 05	\$3.00

Employees whose combined years of service and age are equal to ninety (90) points or more between February 7, 2003 and February 6, 2004, and who are over age 55 at a February 7, 2003, will be entitled to retire with an unreduced pension any time between April 1 to September 30, 2003. Such employees will also receive a bridge benefit in the amount of \$400 per month that will end once the reach age 65

Employees whose combined years of service and age are equal to ninety (90) points or more will be entitled no retire with an unreduced pension. Effective February 7, 2004, such employees will also receive a bridge benefit in the amount of \$400 pet month that will end after five years from the date of retirement.

Signed at Cambridge, this 12th day of February, 2003;

USWA

Tenneco - Cambridge (Walker Exhausts)

15.04 Tool Purchase Skilled Trades

The Company will allow Maintenance and Tool Room Personnel to purchase tools nelessary to work in the Company's piani through the Company at the Company's price, and the Company will annually provide \$210,00 (to increase to \$220.00 as of February 7, 2005) to help with the purchase of tools.

Signed at Cambridge, this 12th day of Febru

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USWA (Nial see Extambridge

- 16.01 To alleviate the uncomfortable working conditions in the plant that cause excessive Humidox Readings on any shill, the following will apply:
  - The Company will maintain the Tenneco Automotive-Cambridge Hot (a) Weather Plan (version 3), subject to modification from time to time in accordance with the reasonable recommendations of the Joint Safely and Health Committee.
  - (b) When it is uncomfortable, a Humidex Rending will be secured using appropriait equipment.
  - Once Humidex Readings commence, further readings will be secured (c) within ten (10) minutes after cadi hour and will continue for at least a twenty-four (24) hour period, The readings will be taken in various locations within the plant in accordance with the reasonable directions of the Joint Safety and Health Committee.
  - After reaching a reading of 31°C in one or more of the various locations mentioned in(c) above, a ten (10) minute heat stress break will commence (d) every hour for every employee in the affected locations of the plant until the reading is below 31°C. If the temperature reaches 34°C, then e fifteen (15) minute heat stress break will replace the ten (10) minute heatstress break until the reading is below 34°C. If the temperature reaches 39°C, then atwenty (20) minute heir stress broak will replace the fifteen (15) mirrate heat stress break until the reading is below 39°C.
  - (e) A representative of both the Company and the Union will take the Hamidex Reading together.

Signed at Cambridge, this 12th day of February, 2003;

Tenneco - Cambridge Exhausts)

- 16.02 In additionta the Humidex Readings and the provisions of Section 16.01 above, the parties agree to co-operate to ay to minimize the causal factors that contribute to heat stress and to maximize favourable environmental factors. In particular, with the co-operation of the Union, the Company will take the following actions during a period of uncomfortable working conditions:
  - (a) cool fluids will Fe available nearby all work areas:
  - (b) fans will be provided for all affacted departments;
  - (c) air-conduced rest areas (cafeteries) will be open and available for employees to access during heat stress breaks; and
  - provide ongoing training to the Safety and Health Committee on how to most effectively limit and deal with heat access; all employees will receive training in accordance with the Hot Weather Plan.

Amend Hot Weather Plan as follows: .

#### 7.0 Work Practices

#### 7.1 Rest Areas

The Company has provided at least five(5) air-conditioned cafeterias. These cafeterias are designated as results covery fooms for the purposes of this policy. The temperature level in the cafeterias will be maintained at a constant 24°C (75°F). The purpose of the breaks described in section 6.1 is to deal with heat stress. The most acceptable way of dealing with heat stress is to use the designated results covery tooms. Heat stress breaks must not be used for recreational purposes or lor other purposes that do not lead directly to rest and recovery.

**s** ly

Signed at Cambridge, this 12th day of February, 2003:

15WA hory to.

Tenneco · Cambridge (Walker Exhausts)

Feb. 12, 2003

#### Appendix "A"- Hourly Rare Structure

Increase wage rates as follows:

7Feb03 7Feb04 7Feb05 53¢ 53¢

#### Adjust Classification Wage Rares as follows:

- Cur-offa classification is increased to the same rate as Machine Operator A Salvage & Repair classification is increased to the same rare as Trunton Welder
- . Shipper/Receiver class is increased to the same raie as Machine Operator A
- . Stockkeeper classificationis increased to the same rate as Machine Operator B

Signed at Cambridge, this 12th day of February, 2003:

USWA

Cambridge er Exhausts)

Union response to company's initial economic proposal.

44. Union agrees with company's proposal dated Feb. 7th/2003.

Re: proposal #4, jab rate changes in Appendix "A"

Salvage & Repair equal to Trunion Welder rate.

Signed at Cambridge, This 10th day Fob. 2003

Tanneco (Walker Exhaust)

Dan 2/06/10=

### Union and Company Agreement

### Feb. 6, 2003

#### "A" LEAD HANDS

The Company has the right to appoint and/or remove load hands on a permanent or temporary basis to perform the duties set out below. By March 31, 2003, there will beno more than 50 lead hands. All appointments until that date and afterwards will be specifically approved in writing by the Plant Manager or the Human Resources Manager. if I temporary lead hand is appointed on a recurring basis, approval for the initial appointment will suffice.

All appointments after the date that this Agreement contestinto effect will be made only if reasonably justified by business regultements. The Union must be promptly notified in writing of the appointment or removal of a permanent load hand, as well as the appointment and term of appointment of a temporary lead hand.

Lead hand duties are as follow:

- as directed by supervision, leading, training and directing it group of employees (this also (a) includes employees acting as a working lead hand); and/or
- (b) acting as directed by supervision in assigning work, or in accumulating records of otherwise accounting foi- the workplace activity of a shift, and/or
- as directed by supervision, overseeing a small area of responsibility with respect to a (c) specific product line; and
- performing the duties of his classification. (d)

A lead hand will not evaluate employees, including probationary employees, and will not disciplina employees or make any kind of recommendation in respect ef appropriate discipline. whether or not related to performance. If a lead hand is having any difficulty in carrying out assigned duties, and the lead hand cannot resolve the difficulty directly with the employee(s) effected, then the lead hand may report the difficulty to a supervisor who will be responsible to resolve the problem.

Signed at Cambricge, this o'll day of February, 2003;

Tennego'- Cambridge

(Walker Exhausts)

Feb. 6, 2003

The lead hand premium is fifty cents (501) above the employee's classification rate of pay while s/he Is assigned to perform the duties set out above.

For the purposes of lay off, lead hands shall have seniority only within their classification. For the purposes of overtime distribution, lead hands shall be entitled to overtime only within their classification,

Signed & Cambridge, this 6th day of February, 2003:

Tanneco · Chimbridge (Walker Exil usts)

wan Hold of

Feb. 12, 2003

#### Appendix "B" - Miscellancous Matters

### A, Life Insurance

\$32,000 for employees actively at work prior to February 7, 2003
\$33,000 for employees actively 21 work on or after February 7, 2004
\$34,000 for employees actively 21 work on or after February 7, 2005
current language
current language

### B. Weekly Sickness and Accident Benetit

#### Add paragraph:

The Weekly Sickness and Accident Benefit will be sixty per cent (60%) of the employes's regular weekly wage (gross) to a maximum of \$500 (gross) per week.

The foregoing maximum benefit level increases apply (going forward as of the date of ratification) to new claims established within twenty-six weeks of ratification. The maximum benefit duration remains at twenty-six weeks.

Sick pay will commence on the 1" day of outpatient hospital care where the employee undergoes local or general anaesthetic for a procedure prescribed by a physician.

If un employee has filed a claim for weekly indemnity and has not received payment from the insurance company within fourcen (14) calendar drys from Oie time that the claim is initiated, the Company, acting reasonably, will consider, on a case by case basis. advancing an amount equal to the weekly indemnity that is owed to the employee,

#### C. Dental Plan

The Dental Plan will be Plan 7, 90/10 co-insurance with a one year lag on the Ontario Dental Association Schedule of Fees (e.g. in 2003, the 2002 Schedule will apply: in 2004 the 2003 Schedule, and in 2005, the 2004 Schedule). Rider II and Rider #2 will also be continued on the basis of no deductible - 50% shared risk - no maximum and Rider #4 will also be continued on the basis of 50/50 co-insurance bridges/crowns.

Signed at Cambridge, this 12th day of February, 2003:

USWA Tenneco - Combridge

(Walker Dxlinusis

# Feb. 12, 2003

### F. Vision Care Plan

A family virion care plan covers employees and their immediate family for prescription glasses or, alternatively, for loser surgery. Adults will receive coverage up to \$250.00 in a Why-fout (24) month period. Children 13 years of age and under will receive up to \$250 m a receive (12) month period. In addition, the Company will reimburse employees for 100% of the cost of prescription safety glasses ever two (2) years upon presentation of the prescription and a receipt.

Signed at Cambridge, this !" ' day of February, 2003:

USWA

Tennico - Cambridge (Walker Expansis)

# Feb. 12, 2003

### Appendix "C" - Department Structure

#### Department Structure revised so char;

- Add Welder to Department 03
- Add MOA to Department 08
- . Delete Manufacturing Operator from Department OS
- Add Manufacturing Operator to Department 17
- Departments 22 and 25 are merged into Chmi/Honda Civic Department 22
- Add MOA to Department 22
- . Add MOA, Die Serrer, and Salvage and Repair to Department 26
- . Add Salvage and Repair to Department 27
- . Add Salvage and Repuir to Department 28
- Add Welder A, MOA, Stockkeeper, Die Setter, Pines Bender Operator and Salvage and Repair to Department 29
- . Delete Department 40
- Add Trunion Welder to appropriate Departments: 03.08, 22, 26, 27, 28, 29
  Within one month following ratification, the Company will canvass by seniority
  bid welders in the affected departments to determine who wants to be
  permanently classified as a Trunion Welder. Volunteers will then be assigned as
  a Trunion Welder by seniority, provided that they satisfy the requirements of
  Section 9.05(b).

Signed at Cambridge, this 12th day of February, 2003:

JSWA

Tenneco / Cambridge (Walter Exhausts) Feb. 12, 2003

Appendix F - Cleaning Tube Mill

Provided production requirements permit, the Company will steam clean the rube mill at least quarterly, i.e. every three (3) months. Banders in the plant will be cleaned when required by particulate levels in accordance with regular monitoring.

Signed at Carr bridge, this 14" dey of February, 2003: /

Tennogo · Cambridge (Walker Exhausts)

TOTAL P. 09

#### Feb. 6, 2003

#### "H" Training

"L"

The Company will select three (3) people and the Union will select three (3) people to establish a joint training committee. The purpose of the committee will be toreview the plant training requirements and establish appropriate training schedules for employees who post into new positions. In addition the committee will establish a long-term training strategy for senior employees interested in developing and upgrading their skill. The committee will meet on a quarterly basis or more frequently if required.

"I" Student Employment - Amend 4th paragraph

For the purpose of overtime sharing, students will be allowed to share in overtime after permanent employees in the same department and shift have been asked to work. For the purposes of weekend overtime, students within a department will be eligible to work after the permanent employees in the whole plant have been asked to work the overtime first. Students will be credited with the highest overtime hours of the shift in the department, which he enters.

Warehouse - change dates to accord with new term & agreement.

Signed at Cambridge, this 6th day of February, 2003:

- 1 /s

Tenpeco - Cambridge (Walker Exhausts)

Feb. 10, 2003

TC. Return-to- Work Policy and Modified Work Committee

The Company and the Union are committed to developing and maintaining a safe and healthy return-lo-work policy. In keeping with this goal, the parties will cooperate in the return to work and rehabilitation of temporarily and permanently disabled workers, whenever and as soon as possible, The parties agree to a policy that includes the following features:

- 1. There will be a modified work committee that will discharps its functions in respect of affected employees an an as requested basis. Either party or an affected employees may request a meeting of the committee. Affected employees are those who have returned to work or who are seeking to return to work on a Light duty basis, whether disabilities are a result of p workplace injury, or (ire unrelated or only partially related to the workplace.
- 2. The committee will be comprised of two members from the Company and an equal number of members from the Union. As the committee goes about its work it will consult with affected employees as required,
- 3. The mandate of the committee will be to consider what work, including evertime work, if any, affected employees are able to perform.
- 4. in discharging its mandate the committee will consider a number of factors:
  - medical repens supplied by the employee indicating ability io perform work, and any restrictions on the performance of that work;
  - b. any other medical or related information that may be available such as, functional abilities evaluations, physical demands analyses and ergonomic teports, etc.:
  - d. the operational needs of the Company;
  - the wishes of the employee; and
  - e. any other factor that may be relevant to the discharge of the committee's mandate.

Sighed at Cambridge, this 10th day of February, 2003;

les leveres

Teuneco - Cambridge (Walker Exhausts)

### Feb. 10, 2003

- 5. The parties recognize that the proper functioning of the committee requires the parties to co-operate with each other and to disclose relevant information to each other. The committee will meet in a timely manner and discharge its functions as expeditiously to possible.,
- The parties recognize that a timely return to work and effective rehabilitation of affected employees may require accommodation or attemative work.
- 7. The parties recognize that affected workers should be returned to work without undue risk or re-injury to themselves or risk to others.
- 8. All work that is an accommodation or is alternative work must be productive and the result of the work must have value.
- In arranging for accommodated or alternative work in accordance with this policy, the Company agrees to the following:
  - it has an obligation to provide medically suitable modified duties if it is possible to do so without undue hardship, so long as the duties are in accordance with the medical capabilities of the employee and in accordance with the FAE form or the modified work form;
  - affected employees must be advised of the possibility of accommodation or alternative work, which may involve modified duties;
  - if the Company requires an independent medical examination ("[ME"), then the Company will assume any costs;
  - d.

    if the performance of accommodated or alternative work appears to be detrimental to the employee's condition, the Company may require at any lime that the amployee be examined by his own physician or undergo an IME, in accordance with a selection to be made by the Modified Work Committee.

### 10. Work Hardening Programs

Signed at Cambridge, this 10th day of February, 2003:

ennego - Combridge Walker Exhausts)

### Feb. 10, 2003

- a. Work hardening programs ("WHP") are typically appropriate in return to work situations. A WHP will be implemented if recommended by the employee's doctor Inaccordance with consultation and agreement by the Company's doctor. flic WHP must have a reasonable expectation of return p regular employment as the expected outcome of the WHP.
- b. The employee must be able to perform at least 4 hours of cork per day and at least 3 days of work psi week to start the WHP. This will be increased as appropriate with a goal of reaching B hours per dry and 5 days per week. The work to be performed should be of he type that the employes will perform on successful completion of the WHP.
- c. WHP's are expected to last no more than 13 consecutive weeks, but may be subject to extension in accordance with medical recommendations.
- d. Employees on WHP's are nor eligible for overtime work
- e. The Modified Work Committee will be provided with sufficient medical information or analysis to be able to assist in the successful implementation of a WHP. Airy such medical information will be provided with appropriate respect for the confidentiality that an employee is entitled to expect regarding the treatment of personal medical information.
- The parties agree that it is in the best interest of all employees to improve the ergonomies and the overall health and safety of the workplace.
- 12. The parties are committed to an effective return-to-work policy as rhobast way to support employees who are adversely affected by injury or illness.

Signed at Cambridge, this 10th day of February, 2003:

be leaving

Tenneco - Cambridge (Wniker Exhausts)

# Feb. 9, 2003

18.01 This agreement shall be in effect until 11:59 p.m., February 6, 2006 and shall thereafter continue for a further period of the (1) year unless not more than ninety (90) days (and not less than thirty (30) days) before the expiration date either party shall give written notice to the other party that it desires revision, modification and termination of this Agreement at its expiration date.

Signed at Cambridge, this 9th day of February, 2003:

Lu leonia

Tenneco - Cambridge (Walker Exhausts)

General Wage Increase for all Classifications Effective Pebruary 7, 2003	YEAR 1 increase \$0.53	YEAR 2 increase \$0 ©	VEAR 3 increase \$0.55
2nd Shift Premitten	Increase \$0.05		
3rd Shift Premium	Increase \$0.05		
Classification Adjustments			
Stockkeeper	MOB Rate		
Shipper/Receiver	MOA Rate		
Salvage/Repair	Trunion Rate		
Cutol@Machine Operator	MOA Rate		
Tool Allowance-Skilled Trades	\$10.00 increase		\$10,00 increase
Pension Early Retirement			
Life Insurance/AD&D	increase \$1,000	increase \$1,000	increase \$1,000
Dental Plan	I year lag on ODA schedule	1 year lag on ODA schedule.	1 year lag on ODA schedule
Pension	increase \$2.00	increase \$2.00	\$3.00 increase

Pension Flan - Employees whose combined years of service and age are equal to ninety (90) points or more between February 7, 2003 and February 6, 2004, and who are over age 55 as of February 7, 2003, will be estitled to retire with an unreduced pension any time between April 1 to September 30, 2003. Such employees will also receive a bridge benefit in the amount of \$400 per manth that will end once they reach age 65.

Employees whose constined years of service and age are equal to sinety (90) points or more will be entitled to retire with an enreduced pension. Effective February 7, 2004, such employees will also receive a bridge benefit in the amount of \$400 per month that will end after five years from the date of retirement.

Severance - In the event of a full or partial plant closure, all employees who are permanently laid off and who have at least three (3) years of service at the time of layoff, will receive use (2) weeks severance pay per completed year of service to a maximum of twenty-six (26) weeks. This severance pay will be in lieu of any statutory entitlement to severance pay. An employee may elect to retain recall rights, in which case the severance pay will be held in trust. Once an employee elects to have the severance pay gaid out, all recall rights are lost. The severance pay will be paid out once seniority rights are lost per Section 9.04 or if an employee makes no election within two (2) weeks of the end of the active employment.

Vision Care Plan - A family vision care plan covers employees and their manediate family for prescription glasses or, alternatively, for lasts surgery. Adults will receive up to \$250.00 in a twelve (12) month period. In addition, the Company will reimburse employees for 100% of the cost of prescription safety glasses every two (2) years upon prescription of the prescription and a receipt.

Safety Shoes (increased \$10.00 in first year) - The Company will reimburse employees up to the amount of \$110, no more than once per year, towards the purchase of CSA approved safety footwear. Employees must present a receipt. The Company may reimburse an employee up to a second payment of \$110 within a year if the employee can demonstrate that his/her boots have been badly damaged by oils and coolants used in the course of the employee's assigned work in tube beeding operations.

Highlights & Proposed Collective Agreement

8 8					
Subject	Ratification	Feb97 /97	Feb 97/98		
Section 4.05 Shift Premium	\$0.05/hr \				
Section 4.09 Bank Time	"New" - see attached				
Section 4.11 Holiday Pay Payment	include shill premium and lead hand rate in holiday pay				
Section 6.03 Bereavement (a)	4 days immediate family - see attached				
Section 6.03 Bereavement (b)	1 day aunt or uncle				
Section 13.04 Salety Shoes 4 6150-00	\$ NC 1 5.00	\$ INC. +5.00			
Section 15.04 Tool Allowance	\$ INC + 20.00	\$ INC. #20.00	5 wex 20.00		
Appendix B - Life Insurance	\$ 4 35,000.00	\$ \$36,000.00	<b>3</b> 7 37,000.00		
Retiree Life Insurance	Rate in effect when they retire at ratification - see attached				
Eye Exam Coverage 🕌	\$50/2yr/person				
	MOB, MOA, Cami Operator, We Manufacturing Operator Liessife		ombined into the		
Appendix A - Adjustments	Janitor/Inspector/Crib Attendant to MOB rate				
, por our requirements	Delete General Labour, Add T&D Change Asst.				
	Maintenance Journeyman to Electrican Rate				
Appendix A - Wage Rales 1	\$0.30		30.60		
Dental Plan	1 yr ODA lag (effective Jan 1/06)	1 yr ODA lag	1 yr ODA lag		
Basic Pension >	\$5.00 increase	\$1.00 increase /	\$1.00 increase L		
Bridge Benefit.	\$200/min increase				
Relirement Incentive	\$7,000.00 cash payment to employees who retire with 90 points any time between the date of ratification and February 7, 2007. See Atlached				

