

COLLECTIVE AGREEMENT

BETWEEN:

**FENWICK AUTOMOTIVE PRODUCTS, CITY WIDE AUTOMATIC
TRANSMISSION SERVICES
(Hereinafter referred to as "The Employer" OF THE FIRST PART)**

AND

**UNITED STEELWORKERS OF AMERICA
(Hereinafter referred to as "The Union" OF THE SECOND PART)**

MARCH 1st, 2002 - FEBRUARY 28th, 2005



ARTICLE 1 – PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 This agreement shall apply to all employees of the above Employer, in Metropolitan Toronto save and except foremen, persons above the rank of foreman, office and sales staff.
- 2.02 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- (b) The Employer further agrees to recognize the Union and extend this agreement to cover employees in any future operations the Employer acquires within the boundaries of Metro Toronto.
- 2.03 Persons whose regular jobs are not in the bargaining unit shall not perform work normally performed by employees included in the bargaining unit, except for purpose of instruction, experimenting, or in cases of emergencies when regular employees are not available.
- 2.04 Should any of the present operations be moved to a location (s) outside the boundaries of Metropolitan Toronto, but within the Province of Ontario, this agreement shall be extended to cover such location(s).
- 2.05 The Company agrees it will not contract out work which is normally performed by employees in the bargaining unit unless bargaining unit employees do not possess the skills to perform work or if necessary equipment is not available in the Company.

ARTICLE 3 - MANAGEMENT'S FUNCTIONS

- 3.01 The Employer shall be entitled to exercise all of the customary rights of management and without limiting the generality of the foregoing and subject to the terms of this agreement, management functions shall include:
- (a) the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, reasonable rules and regulations, policies, and practices to be observed by its employees; the right to discipline or discharge employees for just cause provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.

- (b) the right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees and select employees for positions excluded from the bargaining unit.
 - (c) the right to determine the location of operations and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity of standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, the determination of financial policies including general accounting procedures and customer relations, are solely and exclusively the responsibility of the Employer.
 - (d) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Employer.
 - (e) the Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.
- 3.02 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided in this Agreement.

ARTICLE 4 - UNION SECURITY

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

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

- 5.01 In a view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike,

slow-down, or stoppage of or interference with work or production, either complete or partial, and the employer agrees that there will be no lock-out of employees.

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

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 (a) The Company agrees to recognise up to four (4) percent of the bargaining unit work force as Union Stewards with a minimum of eight (8) to assist employees in the handling of grievances.
- (b) Should a second or third shift be implemented the Union shall have the right to add two (2) additional Union Stewards for the afternoon shift and one (1) for the night shift.
- 6.03 The Company shall be notified by the Union in writing of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 6.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees plus the Plant Chairperson.
- 6.05 When the legitimate business of Grievance Committee members or Union stewards requires them to leave their workstations and/or departments, they shall first receive permission from their Supervisors (such permission shall not be unreasonably withheld).
- 6.06 The Company agrees that Stewards and Grievance Committee members shall not suffer loss of pay for time spent in the handling of grievances.
- 6.07 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, or four (4) when there are six hundred (600) or more employees, plus the Plant Chairperson, who shall be regular employees of the Company along with representatives of the International Union and the Local Union President.
- 6.08 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 6.09 The company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of Management and also two (2) days for the purpose of drafting proposals and two (2) days for the purpose of proof reading the Agreement for each member of the Committee.

ARTICLE 7 - RELATIONSHIP

- 7.01 The Company and the Union agree that there shall be no discrimination with respect to terms or conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex

partnership status, family status or a disability and that such terms have the meaning accorded to them under the Ontario *Human Rights Code*, R.S.O. 1990, c.H. 19.

- 7.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 7.03 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by permission of the Company.
- 7.04 During an employee's probationary period the Company shall introduce each new employee to the Plant Chairperson and provide a 30 minute orientation period within ten (10) working days.
- 7.05 The Company will supply the Union, on a bi-weekly basis, with a list of employees who are new hires, quits, terminations, W.S.I.B., W.I., and temporary transfers.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

STEP ONE

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

STEP TWO

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

STEP THREE

If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to the Vice-President of Manufacturing or his designate, who shall within five (5) working days hold a meeting between the Union Grievance Committee (not to exceed three in number) plus the Plant Chairperson and the appropriate representative of management, in a final attempt to resolve the grievance. The Field Staff Representative of the Union and the Grievor may be present at this meeting if requested by either Party. The Vice-President of Manufacturing shall within a further five working days give his/her decision, in writing, to the Union Chairperson or his/her designate.

- 8.04 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first became aware of the alleged violation of the Agreement.
- 8.05 At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator, to have access to the plant to view disputed operations and to confer with the necessary witnesses.

ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other within thirty (30) calendar days of the reply under Step III.
- 9.02 The grievance shall be submitted to a single arbitrator mutually agreed to by both parties. Should the parties fail to agree on an arbitrator, either party may request the Minister of Labour for the Province of Ontario to name such an arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 9.03 No person may be appointed as an arbitrator who has been involved in attempt to negotiate or settle the grievance.
- 9.04 Each of the parties hereto will jointly share the expense of the Arbitrator, if any.
- 9.05 The Arbitrator shall not be authorised to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

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

ARTICLE 10 CONT

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
 - (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
 - (c) any other arrangement, other than in (a) or (b) above, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 10.02 An employee who has been dismissed or suspended, shall have the right to interview the Plant Chairperson (when on the premises) or a Union Steward for a reasonable period at time, before leaving the Company premises.
- 10.03 Any notice of disciplinary action which is intended to form any part of an employee's employment record shall be given, in writing, with a copy given to the Union. In the cases of suspensions or terminations, the employee shall be advised in the presence of a Union Steward or Committee Person in order to offer the employee an immediate opportunity to review the matter with his/her Union Representative. All written warnings and suspensions shall be withdrawn from the employees file after a period of twelve (12) calendar months from the date of issue.
- 10.04 The Union recognises the necessity of a probationary period for the company to assess the suitability of a person becoming a permanent employee. The Union therefore agrees that probationary employees may be discharged for less cause than permanent employees.

ARTICLE 11 - SENIORITY

- 11.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, lay-off, termination and re-hirings after lay-off, senior employees shall be entitled to preference.
- 11.02 In recognition, however, of the responsibility of the management for the efficient operation of the plant, it is understood and agreed that in all such cases management shall have the right to pass over any employee if it establishes that he/she does not have the skill, ability or the physical fitness to perform the work after a reasonable training period of not less than five (5) working days.
- 11.03 (a) New employees shall serve a probationary period of 360 hours, in any ninety (90) day working period, before acquiring seniority rights, which shall then date back to their respective date of starting to work with the Employer.

- (b) Seniority shall be maintained and accumulated for a period of twenty -four (24) months in case of:
1. Absence due to lay-off
 2. Absence due to sickness or accident
 3. Authorised leave of absence from employment while serving in Canada's Armed Forces.
- 11.04 An employee shall lose his/her employee seniority standing, his/her name shall be removed from all seniority lists, and his/her employment shall be deemed terminated for any one of the following reasons.
- (1) If the employee voluntarily quits.
 - (2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
 - (3) If he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement.
 - (4) If the employee has been on a lay-off for lack of work for a period of more than twenty –four (24) consecutive months.
 - (5) If he/she is absent from work for more than three (3) consecutive scheduled worked days without notifying the Employer, unless in the circumstances it is impossible for the employee to give notice to the Employer.
- 11.05 When recalling an employee after lay-off, he/she shall be notified by registered mail or telegram and allowed five working days to report for work, and in the meantime if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five day period as outlined. An employee receiving a registered letter or telegram in accordance with this Article must contact the Employer within forty-eight hours of receipt of the notice to return to work if he/she wishes the Employer to hold the job open for him/her for the full five (5) day period. It shall be the employee's responsibility to keep the Employer notified as to changes of addresses and their telephone numbers so that they will be up-to-date at all times. The Union shall be given copies of all recall notices.
- 11.06 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of twelve months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the twelve (12) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the twelve (12) month period has expired, other than as a new employee.
- 11.07 Seniority lists
- (a) The Company shall within ten (10) working days of the ratification of this Agreement, post a list showing the employees bargaining unit with seniority and agrees to update and report every two (2) months thereafter.
 - (b) The Company further agrees to supply the Union a seniority listing of all employees showing each employees seniority date, job classification, present rate of pay, current address and telephone number, in the first week of January, April, July, and October each year.

11.08 Lay-Off Notice

In the event of a lay-off due to lack of work the Union committee shall be supplied with a list of employees to be laid off in advance and the employees affected shall be given two (2) working days notice of the pending lay-offs or pay in lieu of notice.

11.09 **Preferential Seniority**

- (a) Local Union Officers, namely, Plant Chairperson, Vice Chairperson, Recording Secretary, Health and Safety Co-Chairperson, Chief Steward and the Grievance Committee shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work they are willing and able to perform.
- (b) Union Officers as referred to above who are retained in employment due to the provisions of (a) above shall only be entitled to job preference based on their natural seniority rating.

ARTICLE 12 - JOB POSTING

- 12.01 (a) When any jobs in Schedule "A" become vacant, or when new jobs are created, the Employer will post a notice of the vacancy for a period of three (3) working days in all departments covered by this Agreement. The notice will contain the nature of the job, the qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his/her desire by signing his/her name to the posting. In filling any such vacancy under this Article, the provisions of 11.01 and 11.02 shall apply.
- (b) After the posting period has ended, the employer must award the job within ten (10) calendar days and post a notice naming the successful applicant(s). A copy of the job award will be forwarded to the Union office. Where the posting is no longer required or there is no qualified applicant(s), the Company will notify the Union.
- (c) The successful applicant will fill the position and assume the posted duties within ten (10) days of the job award.
- 12.02 Except for a vacancy occasioned by the placing of the successful applicant in the position so posted, any further vacancy may be filled by the Employer without posting. Should the successful applicant for such vacancy be unsatisfactory, he/she shall be returned to their former job, and the vacancy shall be filled in accordance with this article.
- 12.03 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for five months from the date of his/her successful bid, except by mutual agreement between the Company and the Union.
- 12.04 Any job which is vacant because of illness, accident, vacation or leave of absence, maternity and parental leave shall not be deemed to be vacant for the purpose of this Article.

ARTICLE 13 - TEMPORARY TRANSFERS

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

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

ARTICLE 13 CONT

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

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

(d) Plant Chairperson will be notified of such temporary transfers in writing when they are for more than one (1) day.

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

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

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

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

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

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 (a) The Employer may grant a leave of absence of up to three months without pay to employees for legitimate personal reasons, (including illness and accidents). The Employee must renew such a leave of absence at the end of each three month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

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

14.02 (a) The employer shall grant a leave of absence of not more than two weeks at any one time without pay and without loss of seniority to not more than three (3) employees to attend a Union conference or convention, provided that such leave of absence is requested by notice in writing at least five (5) working days prior to the date of the employee's expected absence from work. Such leave to be paid by the Company for 50% of twelve (12) days per year. The Company shall pay for all lost time for members of the Safety Committee to receive certification training and upgrading certification training as required by statute.

ARTICLE 14 CONT

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

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

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

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

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

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

ARTICLE 15 - BULLETIN BOARDS

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

ARTICLE 16 - SAFETY AND HEALTH

16.01 The Company and the Union agree to mutually work towards maintaining high standards of health and safety in the plant in order to prevent industrial injury and illness. It shall also be the objective of the health

and safety program to reduce the likelihood of workplace accidents and health hazards. The Company, the Union and its employees shall comply with all applicable health and safety legislation and regulations.

16.02 The Company and the Union shall maintain a Joint Occupational Health and Safety Committee consisting of not more than three (3) members elected or appointed by the Union (who have acquired seniority) and not more than three (3) members appointed by the Company. In the event of absence of a committee member, the Company or Union, as applicable, may use an alternate employee.

16.03 The general duties of the Joint Occupational Health & Safety Committee shall be:

- (a) To make a monthly inspection of the plant or place or employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all accidents and any unsafe conditions or practices which may be reported to it. Such investigation shall include accidents which might have caused injury to a worker, whether or not such injury occurred.
- (c) To hold regular meetings, at least monthly, for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections. The Committee may make recommendations to Management for the improvement of the health and safety of workers.
- (d) To make recommendations regarding worker education and training programs, including with respect to their implementation and improvement.
- (e) To keep records of all investigations, inspections, complaints, and recommendations, together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made and, if no action has been taken, the reasons therefore shall be given by the Company
- (f) The Union Co-chair of the Committee shall have the right to accompany all Ministry Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (g) Accident, injury, and occupational illness records, as required by the *Occupational Health and Safety Act* or as directed by the Ministry of Labour, shall be kept by the Company, and shall be made available to the Committee, upon request, the trade name or technical description (including chemical analysis, if available) of any compounds and substances used in the plant.

16.04 (a) The Company shall provide information, instruction, training and supervision to employees, including newly-hired employees, to reasonably protect the health and safety of employees. The Joint Occupational Health and Safety Committee may make recommendations to the Company regarding any programs, measures and procedures respecting the health and safety of employees

(b) the Company shall supply all protective clothing and other devices (excluding safety shoes) it deems reasonably necessary to protect employees from injuries arising from their employment with the Company.

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

Effective March 1, 2002 - \$100.00

Effective March 1st, 2003 - \$105.00

Effective March 1st, 2004 - \$110.00

(b) Where the Safety Committee co-chairs and management agrees, an additional \$20.00 will be paid to employees to purchase oil resistant safety boots.

(c) New employees shall be entitled to safety shoe allowance after six (6) months seniority.

16.06 (a) The Company agrees to pay the following amounts once every two (2) years towards the cost of prescription safety glasses for employees who are required to wear prescription glasses at work.

Effective March 1st, 2002 - \$160.00

Effective March 1st, 2003 - \$170.00

Effective March 1st, 2004 - \$180.00

(b) The Company agrees to provide such glasses to the employee at no less than a 10% discount, providing they are purchased from the designated supplier.

ARTICLE 17 – BEREAVEMENT

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

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

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

In the event the employee is required to attend a funeral outside of Canada or has to travel at least 500 kilometres the employee shall be granted one (1) additional day with pay.

ARTICLE 18 - REPORTING PAY AND CALL-IN-PAY

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

ARTICLE 19 - JURY AND WITNESS DUTY

- 19.01 An employee who is called to serve as a juror or as a witness for the Crown, shall be compensated for all loss of pay due to such jury and witness service.
- 19.02 Upon receipt of his/her jury and witness fees from the courts he/she shall turn over such fees (less expenses) to the Company.
- 19.03 Should an employee present himself/herself for selection as a juror and is dismissed for the day prior to noon, he/she shall be required to return to the plant to complete his/her remaining normally scheduled work day.

ARTICLE 20 - PAY ON DAY OF INJURY

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

ARTICLE 21 - REST PERIODS AND WASH-UP PERIODS

- 21.01 A rest period of ten minutes shall be provided during the first half of each regularly scheduled shift and another ten minutes shall be provided during the second half of each regularly scheduled shift.
- 21.02 A wash-up period of five minutes shall be provided at the end of each (regularly scheduled) shift. The Union and the Company agree that employees are to remain at their work stations engaged in their job duties until the wash-up bell rings and shall not wash up prior to the bell. Employees may swipe out without loss of pay during the wash up time.

ARTICLE 22 - DECLARED HOLIDAYS

- 22.01 The following shall be considered as paid holidays:

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

Article 22 - Declared Holidays Cont

The date for the Floating Holiday shall be decided by mutual agreement between the parties. *(To be taken during the Christmas period).

- 22.02 If any of the above holidays fall on a Saturday or Sunday the preceding Friday or the following Monday will be observed as the holiday.
- 22.03 Each employee shall receive his/her regular hourly earnings for each of the above named holiday.
- 22.04 An employee required to work on any of the above-named holidays shall be paid at the rate of time and one-half (1 1/2) his /her regular straight time hourly rate in addition to his/her hourly pay.
- 22.05 An employee shall be paid for the holiday provided he/she works his/her first scheduled shift prior to the holiday, unless the employee was unable to work because of proven illness or accident, authorised leave of absence or lay-off, and such absence or lay-off began not more than ten (10) working days prior to the holiday.
- 22.06 In the event that one or more of the above-named holidays during the employee's vacation he/she shall be paid for the holiday in addition to/her his vacation pay, and be given an extra day off either at the beginning of his/her vacation period or at the end of it.

ARTICLE 23 - VACATIONS

- 23.01 An employee who, on the 30th day of June in each year, has:
 - (a) One year or more of service but less than five (5) years' continuous service with the Employer shall receive two weeks vacation per year with pay equal to (4) percent of the amount received by the employee for all work performed by the employee in the previous year.

- (b) Five (5) years or more continuous service with the Employer shall receive three weeks vacation per year, with pay equal to six (6) percent of the amount received by the employee for all work performed by the employee in the previous year.
 - (c) Twelve (12) years or more of continuous service with the Employer shall receive four weeks vacation per year with pay equal to eight (8) percent of the amount received by the employee for all work performed by the employee in the previous year.
 - (d) Twenty years or more of continuous service with the Employer shall receive five (5) weeks vacation per year with pay equal to ten (10) percent of the amount received by the employee for all work performed by the employee in the previous year
 - (e) Effective in 2004, thirty years or more of continuous service with the Employer shall receive six (6) weeks vacation per year with pay equal to twelve (12) percent of the amount received by the employee for all work performed by the employee in the previous year.
- 23.02 Employees who are entitled to three, four, five or six weeks vacation per year in accordance with this Article, shall take the third, fourth, fifth or sixth week of their vacation at a time which is convenient to the Employer and at a time which is acceptable to the Employee.
- 23.03 All vacation pay will be paid to each employee by July 15 in each year, and it will be by separate cheque. The pay slips will show the accumulated vacation pay.
- 23.04 (a) Vacations cannot be accumulated or waived but must be taken prior to the end of the contract year in which they are earned.
- (b) The Company agrees to supply the Union on or before November 1st of each year with a list of employees who have not completed their vacations showing the dates such employees are scheduled to complete their vacation.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

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

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

Afternoon Shift

Monday 4:00 p.m. to 12:30 a.m.
Tuesday 4:00 p.m. to 12:30 a.m.
Wednesday 4:00 p.m. to 12:30 a.m.
Thursday 4:00 p.m. to 12:30 a.m.
Friday 3:30 p.m. to 11:30 p.m.

Night Shift

Sunday 11:00 p.m. to 7:30 a.m.
Monday 11:00 p.m. to 7:30 a.m.
Tuesday 11:00 p.m. to 7:30 a.m.
Wednesday 11:00 p.m. to 7:30 a.m.
Thursday 11:00 p.m. to 7:00 a.m.

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

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

OVERTIME

- 24.02 All work performed by an employee, prior to or beyond his/her normal daily scheduled hours, and all work performed for up to the eight (8) hours on a Saturday, shall be paid at the rate of time and one half.
- 24.03 Any authorised work performed in excess of twelve (12) hours per day, Monday to Friday, and all work performed on a Sunday shall be paid at the rate of double time.
- 24.04 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 24.05 Overtime work shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the work.
- 24.06 The company shall maintain records of all overtime worked or refused by employees and such records shall be made available to the Union Chairperson.
- 24.07 Employees agreeing to work overtime for two (2) or more hours will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked.
- 24.08 Employees scheduled to work overtime for two and one-half hours shall be entitled to a supper allowance of \$4.00 on the day overtime is worked.

SHIFT PREMIUM

- 24.09 **Afternoon Shift** - June 7th, 2002 - 40 cents per hour
March 1st, 2003 - 45 cents per hour
March 1st, 2004 - 55 cents per hour
- Night Shift** - June 7th, 2002 - 50 cents
March 1st, 2003 - 55 cents
March 1st, 2004 - 65 cents

24.10 **PAYMENT OF WAGES**

The company agrees that all employees shall be paid weekly by direct deposit by 12:00 p.m. (noon) on Thursdays and the pay slips shall be given out Fridays.

24.11 **NEW OR CHANGED JOBS**

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence. The Union Chairperson shall be notified immediately.

24.12 **WORK MEASUREMENT**

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

ARTICLE 25 - SHIFT PREFERENCE

25.01 Shift preference based on plant wide seniority shall apply in all classifications in all departments. However, employees who post in to another department shall be assigned to the available shift. Where openings are available on preferred shifts in a department employees with seniority may move into the open shift and any vacancies that remain shall be posted.

Article 26 UNION CHAIRPERSON

26.01 The Union chairperson shall be paid 39.5 hours pay per week at a rate of pay equal to job class 11 plus the Group Leader Rate. The Union shall be provided an office with a telephone in the main building. The Union Chairperson shall be assigned to the day shift and be given the last 2 hours of each shift per day with pay for the purpose of using the office for union business. The Company may grant access to the Union Chairperson to Company operations when requested. The granting of this request will not be unduly withheld.

26.02 The Union co-chair of the Health and Safety Committee shall be given the last 4 hours of each Tuesday, with pay per week to deal with Health & Safety matters, and shall be assigned to the day shift. The Company may grant access to the Union Co-chair of the Health & Safety Committee to Company operations when requested. The granting of this request will not be unduly withheld.

ARTICLE 27 - BENEFIT PLANS

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

ARTICLE 28 - PENSION

On and after June 7, 2002, the Company agrees to contribute fifty-seven (57) cents per hour for each hour worked to provide benefits for all employees who have completed one or more years of service.

On and after March 1st, 2003, the Company agrees to contribute fifty-nine(59) cents per hour for each hour worked to provide pension benefits for all employees who have completed one or more years of service.

On and after March 1st, 2004 the Company agrees to contribute sixty-two (62) cents per hour for each hour worked to provide pension benefits for all employees who have completed one or more years of service.

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

ARTICLE 29 - JOB CLASSIFICATION AND RATES OF PAY

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

ARTICLE 30 - TERMINATION

30.01 This Agreement shall become effective on the 1st. day of March, 2002, A.D., and shall continue in effect up to and including the 28th. day of February, 2005 A.D.

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

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

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

Duly Executed by the Parties hereto this ___day of

_____ 2002 A.D.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION

SCHEDULE A

CLASS	FENWICK JOB DESCRIPTION	RATE		
		<u>3/1/2002</u>	<u>3/1/2003</u>	<u>3/1/2004</u>
CLASS 1				
1.1	Line Packers	\$12.03	\$12.45	\$12.91
1.2	Sub Assemblers			
1.3	Receiver Sorters			
1.4	Cleaners			
1.5	Teardown - Parts Processors			
<u>Class 2</u>				
2.1	Stock Room Clerks	\$13.06	\$13.52	\$14.03
2.2	Parts Processors/Machine Operators			
2.3	New Kit Clutch/Heavy Duty Clutch Packer			
2.4	Wrapper			
2.5	Teardown Dis-Assembly Line (Rack & Pinion, Steering Pumps)			
2.6	Receiver Sorter/Machine Operator			
2.7	Packer (Steering Pumps)			
<u>Class 3</u>				
3.1	Teardown Dis-Assembly Line	\$13.37	\$13.84	\$14.36
3.2	Line Feeders			
3.3	Caliper Assembly Line			
3.4	Master Cylinder Assembly Line			
3.5	Master Cylinder Boring Machine			
3.6	C.V. Tester			
3.7	Disc-Assembler - Checker			
3.8	Packer (C.V. Steering Gears, Rack & Pinion)			
<u>Class 4</u>				
4.1	Heavy Duty Pressure Plate Teardown	\$14.02	\$14.52	\$15.06
4.2	Manual Rear Brake Caliper Assembly			
4.3	Assembler Waterpump			
4.4	Tester Water Pump			
<u>Class 5</u>	(Current Class 5)	\$14.38	\$14.88	\$15.44
5.1	Pressure Plate Assembly Line			
5.2	Wheelabrator			
5.3	C.V. Final Assembler			

- 5.4 Sprayer (Paint Booth)
 5.5 Assembler (Rack & Pinion, Steering Pumps & Gears)
 Truck Disc)
 5.6 Tester (Rack & Pinion, Steering Pumps & Gears)

CLASS	FENWICK JOB DESCRIPTION	<u>3/1/2002</u>	<u>3/1/2003</u>	<u>3/1/2004</u>
			<u>RATE</u>	
<u>CLASS 6</u>	<u>(Current Class 6</u>	\$14.73	\$15.24	\$15.82
6.1	Forklift – Counter Balance			
6.2	Pressure Plate Grinder			
6.3	Multi Line Sorter - Receiving			
<u>Class 7</u>	<u>(Current Class 8)</u>	\$15.48	\$16.03	\$16.63
7.1	Receiver			
<u>Class 8</u>	<u>(Current Class 9)</u>	\$16.24	\$16.81	\$17.44
8.1	Welder			
8.2	PC CV Grinder			
8.3	Special Truck Disc Fabricator			
<u>Class 9</u>	<u>(Current Class 10)</u>	\$17.01	\$17.60	\$18.26
9.1	Narrow Isle Reach Driver			
9.2	Restocker (Shipping Dept)			
<u>Class 10</u>	<u>(Current Class 11)</u>	\$17.44	\$18.05	\$18.73
10.1	Truck Pressure Plate Assembler (Spicer)			
<u>Class 11</u>	<u>(Current Class 12)</u>	\$17.94	\$18.56	\$19.26
11.1	Shipper (Order Picker)			

CITY WIDE

1.	Parts Washer	\$12.03	\$12.45	\$12.91
2.	Truck Driver	\$14.73	\$15.24	\$15.82
3.	Installer Rate	\$18.58	\$19.23	\$19.95
4.	Rebuilder Rate	\$20.94	\$21.67	\$22.48
5.	Allison Rebuilder	\$24.47	\$25.32	\$26.27
6.	Licensed Mechanic	\$25.23	\$26.12	\$27.10

TRAINEES – CITY WIDE

Automatic Transmission Installer – End of first 9 month period job class 4

End of second 9 month period job class 6

Rebuilder Trainee - End of first 9 month period job class 4

End of second 9 month period job class 6

Thereafter he/she shall progress to the job rate when qualified.

	<u>RATE</u>	<u>FENWICK JOB DESCRIPTION</u>	<u>RATE</u>		
			<u>3/1/2002</u>	<u>3/1/2003</u>	<u>3/1/2004</u>

MAINTENANCE

1.	Maintenance Helper	\$14.02	\$14.52	\$15.05
2.	Maintenance Assistant	\$17.94	\$18.56	\$19.26
3.	Maintenance Welder (Licensed)	\$20.94	\$21.67	\$22.48
4.	Millwright (Licensed)	\$20.94	\$21.67	\$22.48
5.	Electrician (Licensed)	\$20.94	\$21.67	\$22.48

MACHINE SHOP

1.	Lathe and Mill Machine Operator	\$14.92	\$15.45	\$16.03
2.	Tool & Die Maker Assistant	\$17.44	\$18.05	\$18.73
3.	Tool & Die Maker (Licensed)	\$21.32	\$22.07	\$22.89
4.	Master Tool & Die Maker (Licensed)	\$26.65	\$27.58	\$28.62
5.	Multicraft Leader, Machine Shop	\$28.49	\$29.49	\$30.60

QUALITY CONTROL INSPECTORS

1.	Inspector	\$15.84	\$16.39	\$17.00
----	-----------	---------	---------	---------

PLANT CLERICAL

1.	Data Entry – label room	\$14.88	\$15.40	\$15.98
2.	Data Entry – production	\$13.70	\$14.18	\$14.71
3.	Auditor(shipping)	\$13.91	\$14.40	\$14.94

SCHEDULE "A"

Automatic Wage Progression

New hires, shall be paid one (1) dollar and fifty cents less than the Job Rate on the job assigned.

After Probation - \$1.25 less than the job rate

After 6 months - \$1.00 less than the job rate

After 9 months - \$.75 less than the job rate

After 12 months - \$.50 less than the job rate

After 15 months - \$.25 less than the job rate

After 18 months – Full job rate

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

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

LEAD HAND: \$1.00 above the highest job class they lead. Lead Hand jobs shall be posted.

GROUP LEADER: \$2.00 above the highest job class they lead.

SCHEDULE B - BENEFIT PLANS

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

1. Group Life Insurance Accidental Death and Dismemberment.

(a)

Employees only \$19,000.00
Effective March 1st 2003, - \$20,000.00

(b) Cash Payment at Retirement Where Qualified

An employee who retires at age 65 or thereafter, having at least 15 years of service with the company, will receive a cash payment of \$3,500.00.

2. Weekly Indemnity - employees only

- (a) The Company will provide Weekly Indemnity Benefits equal to 66% of the employee's weekly earnings from the first day of Accident or Hospitalisation, fourth day of illness and continuing for up to twenty-six (26) weeks for each period of disability. The company will mail weekly indemnity form to employees on request.
- (c) The Company shall have the right to the full return of premium reduction (12/12ths) granted by the Employment Insurance Commission.

3. Ontario Hospital Insurance Plan (OHIP)

4. Drug Plan

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

5. Dental Plan

- (a) Effective March 1, 2002 the Company agrees to provide a Dental Plan which will cover 85% percent of the bill based on the 2000 O.D.A. Schedule of fees.
- (b) Effective March 1, 2003 the O.D.A. Schedule shall be increased to the 2001 Schedule at 90%.
- (c) Effective March 1, 2004 the O.D.A. Schedule shall be increased to the 2002 schedule at 100%

PREVENTIVE

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

RESTORATIVE

1. Amalgam, silicate, acrylic or composite restorations.
2. Replacement of amalgam, silicate, acrylic or composite restorations, provided that, unless an additional tooth surface is involved, a continuous period of at least twelve consecutive months has elapsed since the last date on which the restoration was provide or replaced for the individual by any persons.

3. Extractions
4. Treatment of periodontal and other disease of the gums and tissues of the mouth.
5. Initial provision and installation of space maintainers.
6. Drugs and medicines which require the written prescription of a dentist and are dispensed by a licensed pharmacist.
7. Oral surgery of a dental origin.

<u>Endodontics and Dentures:</u>	<u>Company Pays</u>	<u>Employee Pays</u>
Effective March 1, 2002	50%	50%

HUMANITY FUND

Company agrees to contribute the following amount to the Steelworkers Humanity fund:

Effective March 1, 2002 - \$1,000

Effective March 1, 2003 - \$1,000

Effective March 1, 2004 - \$1,000

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

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

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

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

Signed this ____ day of _____ 2002

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

LIFELINE FOUNDATION

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

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

Signed this _____ day of _____ 2002.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

DAY OF MOURNING

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

Signed this _____ day of _____ 2002.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

FREEDOM FROM HARASSMENT

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

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

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

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

WHAT IS WORKPLACE HARASSMENT?

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

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

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

- * displaying derogatory and other offensive materials/graffiti, which relate to race, ethnic origin or religion;
- * insulting gestures or jokes which relate to race, ethnic origin or religion;
- * refusing to work with employees because of their racial, ethnic or religious background;

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

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

- * Unwelcome remarks, jokes and innuendoes about an employee's body, dress or sex;
- * persistent leering or suggestive looks;
- * displaying pornographic and other offensive materials;
- * unnecessary physical contact such as touching, brushing against, grabbing and pinching;
- * pressure for personal relationships or sex;
- * intimidation or threats of reprisal if personal relationships or sexual advances are rejected;
- * physical assault;
- * a sexual solicitation or advance (e.g. a request for sexual favours or an inappropriate invitation to dinner) made by a person who is in a position to confer or deny benefit (e.g. director, manager, supervisor) when that person knows, or ought to reasonably know that such conduct is unwelcome.

WHERE IS THE WORKPLACE?

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

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

WHO BEARS RESPONSIBILITY FOR HARASSMENT?

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

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

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

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

THE COMPLAINT PROCEDURE

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

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

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

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

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

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

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

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

RESOLUTION OF COMPLAINT

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

Signed this day of , 2002

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

The Company agrees that the proposed work on Brake Boosters will be performed by members of the Bargaining Unit at the plant.

Signed this day of , 2002

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement:

Between: Fenwick Automotive Products
City Wide Automotive Transmissions Services

And

United Steelworkers of America

The Company and the Union agree that should production work be performed at its Leswyn location, that such location shall then be covered by the provisions of this Collective Agreement.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

The Company and the Union agree that employees who currently receive pay greater than that provided under this agreement shall be green circled and shall receive all wage increases as per this Collective Agreement.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

The Company and the Union agree that no employee shall ever have their pay reduced except as provided for in this Collective Agreement.

The parties further agree that such pay reductions may only take place with the signature of Mr. Paul Fenwick on a notice to authorize the deduction with a copy given to the Union, which shall also state the reason for such deduction.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

The Company agrees to discuss the vacation Trust Fund during the first year of the agreement.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

Re: Continuous Improvement Committee

The Union and the Company are committed to continuous improvements in the plant including efficiency, quality, and cost saving. To this end, upon ratification of this agreement, the Union executive will appoint two bargaining unit members and the Company's CEO will appoint two members of Company management to form such committee.

The Committee's objective will be to suggest ideas for continuous improvement by recommending to company management suggestions for improvement. Without limiting the generality of the foregoing, the Union and the Company agree that the Committee may engage in activities such as canvassing employees for suggestions for any such improvement, implementing pilot projects aimed at improving and evaluating same, and reviewing current practices and procedures with a view to improving overall efficiency.

The Committee will meet at times mutually convenient to all Committee members. Committee members will be paid their regular wages for time engaged in Committee activities.

It is agreed that, in any event, the Committee shall not have the authority to usurp the functions and rights of management or Union as set out in the Collective Agreement.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

**Between: Fenwick Automotive Products
City Wide Automotive Transmission Services**

And

**United Steelworkers of America
Re: Employee Accommodation**

The Company and the Union are jointly committed to re-integrating employees back into the workplace who have suffered a compensable injury or a non-compensable injury/illness. An Employee

Accommodation Committee will therefore be set up which consists of two Union representatives and two Management representatives which will meet at least semi-annually to discuss both permanent and temporary accommodations.

The role of the Employee Accommodation Committee also includes:

- (a) Recommending procedures and practices to Management to expedite the return to work of employees at the earliest opportunity;
- (b) Monitoring the overall success and performance of the Company's return to work programs; and
- (c) Reviewing and developing educational programs related to understanding the obligations imposed pursuant to human rights and worker's compensation legislation.
- (d) The Committee shall be given copies of all Form 7's and at least one member of the committee shall be present in all discussions regarding return to work protocol and may attend meetings if they so desire.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between: Fenwick Automotive Products
City Wide Automotive Transmission Services

And

United Steelworkers of America

Re: Employee Right to Refuse or to Stop Work Where Health & Safety in Danger

During recent collective bargaining negotiations, the parties discussed the importance of all employees having a thorough knowledge of the “Work Refusal” provisions of the *Occupational Health & Safety Act* (as amended from time to time).

The parties therefore agree that the Joint Occupational Health and Safety Committee will oversee the design and implementation of a program designed to educate all employees about the “Work Refusal” provisions of the *Act*, including the procedures to be followed where a worker believes employee health and safety is in danger.

Signed at Toronto, Ontario this _____ day of _____ 2002.

On Behalf of the Company

On Behalf of the Union

LETTER OF UNDERSTANDING

Which is made part of the Collective Agreement

Between:

**Fenwick Automotive Products,
City Wide Automotive Transmission Services**

- and -

United Steelworkers of America

May 20,

TO: ALL PLANT EMPLOYEES

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

1. Transfers to Teardown

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

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

Effective immediately, all transfers shall be recorded on the AEmployee Transfer Form by the Supervisor of the Department where an employee is transferred to. The supervisor shall record the Name, Clock Number, description of the job, time started and time completed. The form shall be signed by the supervisor of the department. These forms shall then be handed in directly to the H.R. Manager who then shall check the information as per the collective agreement and shall authorize such pay change to Payroll Department. Department supervisors are responsible and accountable for proper recording of such transfers. The employee is not required to request such change. However, shall the employee believe there has been an omission, he/she shall request directly to the H.R. Manager for investigation. The H.R. Manager shall then discuss such requests directly with the Department Supervisor.

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

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

GORDON FENWICK
Vice President
General Manager

Signed at Toronto, Ontario this _____ day of _____ 2002.

FOR THE COMPANY

FOR THE UNION

