

AGREEMENT

between

**MOTOR COACH INDUSTRIES
LIMITED**

and

**INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS
LODGE 1953**

AFL - CIO, CLC AFFILIATE

***Effective February 1, 2018 -
January 31, 2021***

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AGREEMENT

THIS AGREEMENT made as of the first day of February 2018.

BETWEEN:

MOTOR COACH INDUSTRIES LIMITED
(hereinafter referred to as the "Company")

- and -

LODGE 1953, INTERNATIONAL
ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS
being employees of Motor Coach
Industries Limited
(hereinafter referred to as the "Union")

WITNESSETH:

That the parties hereto hereby covenant and agree each with the other as follows:

1. PURPOSE

It is the purpose of this Agreement to maintain mutually satisfactory relations between the Company and its employees and provide for the prompt and equitable disposition of grievances and to maintain mutually satisfactory working conditions, hours of work and wages for the employees party to the provisions of this Agreement.

2. DEFINITIONS

- 2.1** Where the term "WORKING DAY" is used in this Agreement such terminology is intended to mean a normal working day excluding General Holidays, Annual Vacations, Plant Shutdown for Annual Vacations or for reasons beyond the control of the Company as defined in this Agreement. Such normal "WORKING DAY" may consist of a day shift, an evening shift or a night shift and work on any such shift must total at least eight (8) hours.
- 2.2** In conjunction with Article 33 it is understood that all reference, anywhere in this Agreement, to a time period of six (6) months means six (6) calendar months during which at least 800 regular hours must have been worked. And any reference to forty-five (45) days means forty-five (45) calendar days during which at least 200 regular hours must have been worked.
- 2.3** Layoff is defined in this Collective Agreement as layoff from employ due to lack of work.
- 2.4** Recall is defined as a notification to return to his/her previous classification, or return to work after having been laid off.
- 2.5** In this Agreement where the sense requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.

3. RECOGNITION

- 3.1** The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Company as described in a Manitoba Labour Board Order dated September 14, 1950, as amended September 28, 1967 and April 22, 1975, with the following exceptions:

All non-hourly rated employees.

- 3.2** Work normally performed by members of the Bargaining Unit shall not be performed by non-Bargaining Unit personnel.

Exceptions hereto are:

- A) Emergencies
- B) Instructions given to work force
- C) Product, experimental, and systems development.

- 3.3** The Company and the Union recognize that maintaining competitiveness in the appropriate market and the continuity of having experienced employees performing the work of the Company is an objective beneficial to all parties.

- 3.3.1** It is understood and agreed between the parties that an inability to continue to utilize Bargaining Unit employees for the performance of historical Bargaining Unit work due to facility capacity or capability may result in the subcontracting out of work. It is further agreed that the Company may subcontract out work in order to achieve the objective of reducing costs and obtaining lower pricing.

- 3.3.2** In the event that there is a decision to subcontract out work:

3.3.2(a) The Company agrees to notify the Union of decisions to subcontract out and to consult with the Union with the intent of exploring viable alternatives to subcontracting out. Such notification will be in advance to the actual subcontracting.

3.3.2(b) The Company will make all reasonable efforts and the Union will be given a reasonable opportunity to find a means to keep work retained in house by Bargaining Unit employees in a manner that will meet the objectives sought by the Company.

Further, in the event that subcontracting results in the lay off of employees, the Company and the Union will meet to discuss any preventable measure, if possible, to minimize the effect of this subcontracting.

3.3.2(c) The Committee, as referenced in Article 3.3.3, will attempt to minimize the impact on the Bargaining Unit members by bringing back any previously contracted out work where it is economic to do so or through providing alternative work where it is available elsewhere in the Bargaining Unit. A decision to contract out work made prior to February 1, 2009 shall be exempt from the provisions of this Article.

- 3.3.3** In order to meet the aforesaid objectives, the parties agree to comprise a joint Subcontracting Out Committee made up of three members of Management and three members of the Union (one of which may be the Union's Business Agent or his/her designate). The sole purpose of this Committee will be to review jobs and discuss jobs or functions subcontracted out or to review and discuss any impending proposals for future subcontracting out with the intent to ascertain the continued feasibility of such subcontracting and to review any impending proposals for future subcontracting.

- 3.4 The Union recognizes its obligations as the sole and exclusive Bargaining Agent and shall assist in all efforts to reduce absenteeism and assumes joint responsibility with the Company in all efforts to prevent accidents, and to strengthen and maintain goodwill between the members of the Bargaining Unit and the Company.
- 3.5 It is mutually agreed between the Company and the Union that an hourly rated classification covered by this Agreement will only be changed to a salaried classification after mutual consent between the parties.
- 3.6 This recognition clause shall be construed to apply to employees. It shall not limit, in any way, Management Rights as outlined in this Agreement.

4. MANAGEMENT RIGHTS / UNION RIGHTS

Management Rights

- 4.1 The Union recognizes the undisputed right of the Company to operate, direct and manage its business.

Union Rights

- 4.2 The Company recognizes the undisputed right of the Union to operate, direct, and manage its business.

(For the purpose of this article the Union's "business" is defined as: business resulting from the administration of the Constitution of the International Association of Machinists and Aerospace Workers).

5. UNION SECURITY

- 5.1 As a condition of continued employment all employees covered by this Agreement shall become members of the Union within thirty (30) working days of the date of their employment and all present members shall remain members in good standing with the Union.
- 5.2 The Company shall during the lifetime of the Agreement, deduct, on a bi-weekly basis, from the pay of each employee covered by this Agreement, the amount of the ordinary Union Dues.
- 5.3 The amount to be deducted shall be at the rate as set out in the Bylaws of Lodge No. 1953, I.A.M., and shall exclude initiation fees and special assessments. The Company may act on information received over seal in writing from two (2) signing officers of the Union as to changes in the monthly dues made from time to time in accordance with the Constitution of the Union.
- 5.4 The amount of dues so deducted from the wages accompanied by a statement of deduction from individuals, listed in alphabetical order, shall be remitted to the Secretary Treasurer of the Union not later than on the last day of the applicable month.
 - 5.4.1 The Company agrees to provide the Union on the last day of the month, names of members on layoff, leave of absence and those claiming Workers Compensation or Weekly Indemnity benefits and a seniority list which includes employee names, seniority date, telephone number, home address, department number and wage rate.
- 5.5 New employees shall be informed of this condition of employment and the Company shall provide the new employee with a membership application form. This completely filled-out and signed application form shall be forwarded to the Union not later than the date on which the employee completes his/her probationary period.
- 5.6 The Union shall indemnify and save the Company harmless from any and all losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of legal action arising from the deduction of Union Dues.

6. UNION REPRESENTATION

- 6.1** The Union shall name a Shop Committee of not more than seven (7) members who shall be employees of the Company covered by this Agreement. At all times the Union shall keep the Company informed of the names of the seven (7) members comprising the Shop Committee. Such Shop Committee members shall work day shifts only.

The Shop Committee members will be representative of the Company's operating locations: Fort Garry five (5) members.

Inclusive of these representation numbers are two (2) Chief Stewards for Fort Garry and in the event that the Company opens any future facility the Company will recognize one (1) Chief Steward for each additional facility and one (1) Steward and one (1) alternate Steward per 50 members.

The Shop Committee members from each operating location must reside in the location that they service. However, should the Company initiate and transfer a Shop Committee member to another operating location, the Shop Committee member will hold that position until the next election. A Shop Committee member who voluntarily transfers to another operating location shall relinquish their status and a new Shop Committee member will be appointed by the Union to that location.

- 6.2** The Union may designate and the Company shall recognize one Shop Steward and one alternate for each work area per shift as may be agreed by the parties hereto to be reasonable and proper. The Union shall provide the Company with an updated list of Shop Stewards and alternates by work area on a quarterly basis. An alternate Steward shall act only in the absence of the Shop Steward.

- 6.3** The Union acknowledges that Shop Stewards, Shop Committee Members, and Union Officials, will continue to perform their regular work and duties on behalf of the Company and before leaving their job and/or work areas for the purpose of Union business they shall report to their Supervisor to request permission. Such permission shall not be unreasonably withheld. The Company agrees to compensate a Shop Steward and/or Shop Committee member for reasonable time spent during normal working hours on Union activities.

- 6.3.1** A member of the Union Executive, or a designated alternate, may spend up to four (4) days each work week on Union business without reporting requirements. The Company shall compensate this employee for up to thirty-two (32) hours straight time pay.

Notwithstanding the above, the President of Local Lodge 1953 may spend up to five (5) days per month with pay on Union business. The President will be required to remain on Company premises or travelling from one Company facility to another facility unless mutually agreed between the President and Human Resources.

- 6.3.2** When an employee, who comes under this Agreement, is being disciplined, he/she shall be advised by the Company of his/her right to have a shop steward or shop committee member present during the disciplinary meeting and in such cases the Company shall arrange for a Union Representative of the employees choice to be present.

The parties recognize that a volatile circumstance may require the immediate removal of an employee from company premises but it is further understood that the employee shall be entitled to a meeting with a Union Representative before a subsequent meeting takes place between the Company and the employee.

A Representative that is not immediately accessible, may be the recognized Representative but absent from employment for reasons such as sick leave, annual vacations, Leave of Absences, etc., or if a Representative is not readily available because he/she is on Company business away from Company premises.

Where employees elect not to have Union Representation present, they must sign a release to that effect with a copy of that release given to the Shop Committee within forty-eight (48) hours.

- 6.4 If an alleged complaint or grievance is to be investigated, the above procedure applies and the Shop Steward or Shop Committee member shall, upon entering any Department other than the one he/she works in, firstly approach the Supervisor of such other Department and inform him to whom he/she wishes to talk.
- 6.5 The Union shall designate and the Company shall recognize seven (7) members who are employees of the Company covered by this Agreement and who shall constitute a Negotiating Committee. The foregoing shall not be interpreted in any manner which would compel either party to negotiate other than at the time of termination of this Agreement according to Article 35 of this Collective Agreement. Five (5) members of the Negotiating Committee will be paid for all time spent during negotiations with the Company during normal working hours, and two (2) additional members will be at the expense of the Union, excluding any negotiations carried on while the Company is strike bound.

7. NO DISCRIMINATION

- 7.1 The Company and the Union each agree that there will be no discrimination against employees covered by this Agreement for activity, or lack of activity, in the Union nor for exercising any right contained herein under this agreement or as may be afforded applicable legislation. However, it is clearly understood that any employee who engages in Union activities, except as otherwise provided in this Agreement, during working hours, without the Company's permission, shall be subject to disciplinary action.
- 7.2 The Company retains the right to discipline any employee. The Union shall have the right to investigate the reasons for such disciplinary action. Violation of plant rules or safety rules may be sufficient cause for disciplinary action.
- 7.3 When a period of twelve (12) months has passed in which at least 1600 regular hours must have been worked, after an employee has been warned verbally, in writing or suspended, such warnings or suspension shall not be considered in any future disciplinary action against such employee. An employee not completing 1600 hours within the twelve (12) month period shall have that period extended until 1600 hours have been worked.

7.4 Human Rights:

With the signing of this Agreement and each calendar year thereafter the Company will publish and post on all bulletin boards, the following notice: "Motor Coach Industries has a policy that no employee will suffer job loss, demotion or any form of work related discrimination based upon an employee's race, religion, sex, nationality, ancestry, colour, age, gender, sexual orientation, source of income, political beliefs, marital status, physical/mental disability, ethnic background, or systemic discrimination and further that sexual harassment of any employee by any member of the Company either from inside or outside of the Bargaining Unit - will be dealt with as a disciplinary matter."

8. COMPLAINT/GRIEVANCE PROCEDURES

- 8.1 The parties hereto desire that every complaint/grievance shall be dealt with as quickly as possible and if required an adjustment shall be properly made. If any such complaint or grievance arises, there shall be no stoppage or suspension of work.
- 8.2 A complaint or grievance is defined as an alleged violation of the Collective Agreement. The employee may be assisted by a Shop Steward at any time. The complaint/grievance procedure will be as follows:

Informal:

- within five (5) working days from the time the employee and/or the Union knowledge of the alleged infraction the employee shall advise and discuss it with the Supervisor.
- within two (2) working days of being advised of the complaint the Supervisor shall give a verbal response. If the response is not satisfactory then:

Formal:

Step 1 - Written Grievance

- within three (3) working days of receiving the Supervisor's verbal response the employee may file a written grievance to the Superintendent / Manager.
- within two (2) working days of receiving the written grievance the Superintendent or Manager shall provide a written response. If the response is not satisfactory then:

Step 2 - At this step the grievor may be assisted by the Union Business Agent or his / her designate

- within two (2) working days of receiving the written response the employee shall file the written grievance to the Human Resources Representative.
- within seven (7) working days of receiving the written grievance, the Human Resources Representative, Superintendent or Manager shall meet with the Shop Committee and the grievor (The Supervisor may be invited to attend).
- within three (3) working days of meeting with the Shop Committee, grievor, and Business Agent, the Human Resources Representative shall provide the Company's final decision in writing.

8.3 Should all of the aforementioned steps not result in a satisfactory resolution of the grievances then the matter may be referred to arbitration within ten (10) working days of the Company's final decision or as soon as the Union's next general meeting can be held but no later than ten (10) working days following that scheduled meeting. A notice for arbitration may be made in writing by either party, addressed to the other party of this Agreement. Should the grievance not be referred to arbitration within the time limits prescribed in this Article it shall be considered abandoned unless an extension has been agreed to between the parties and this extension will not be unreasonably withheld.

8.4 If no decision has been given to the either party by the other party in any one of the steps as outlined in Article 8.2 within the time limits specified, the parties, at their discretion, shall be entitled to submit the grievance to the next step.

8.5 The Company or the Union may file a written grievance alleging violation or misinterpretation of any provision of this agreement. Such grievance shall be submitted in Step 1 of the grievance procedure.

8.6 No monetary, or wage, or classification adjustment shall be made retroactive to a date more than thirty (30) working days prior to the date on which the written grievance has been presented to the Company at the first step of the grievance procedure. Unless such adjustment is to a correction to bring the matter in line with the provisions of the collective agreement, whereby the adjustment is to be retroactive.

Any monetary, wage or classification adjustment is to be paid with two (2) weeks of settlement.

8.7 The time limits as specified above may be extended by mutual agreement in writing.

9. ARBITRATION

- 9.1 Should the Company and the Shop Committee fail to reach an agreement on any grievance under the procedure set forth in Article 8, such grievance may be submitted to arbitration.
- 9.2 Where such notice has been given, the selection of an Arbitrator will be made numerically from a list of Arbitrators noted below. When the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the Parties may agree, the next person will be selected and so on.
- **Robert Simpson** • Gavin Wood • Michael Werier • Blair Graham
- 9.3 The Arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case, subject to conditions defined in Article 9.3.
- 9.4 The Arbitrator will be requested to make his/her award as to the matter in dispute within thirty (30) days, and will remain seized of the matter for a period as determined by the Arbitrator and for reasons as determined by the Arbitrator.
- 9.5 The Arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine his/her decision to a determination of the facts and interpretation and application of this Agreement or any other relevant documents and/or legislation within his/her jurisdiction.
- 9.6 The Arbitrator's award will be final and binding on the Union and its members, the employee or employees involved and the Company, subject only to either parties right to judicial review.
- 9.7 In hearing disputes arising out of the suspension or dismissal of an employee, the Arbitrator, where he finds such suspension or dismissal was improper, may modify the penalty.
- 9.8 The parties hereto will jointly share the fee and expense of the Arbitrator.
- 9.9 Any arbitration award shall not be retroactive to a date more than thirty (30) working days prior to the date when the written grievance was presented to the Company at step 1 under the grievance procedure.
- 9.10 Notwithstanding 9.3, no Arbitrator shall be utilized to hear a grievance who may have been a party in an attempt to previously settle the matter.

10. SUSPENSION AND DISCHARGE

- 10.1 In every case of suspension or discharge of an employee who comes under this Agreement a member of the Shop Committee or his/her designate on an alternate shift shall be present at the time such notice is given in writing, with a copy to the employee and the Shop Committee member.

Should the employee to be suspended or discharged be absent from work a letter will be couriered or sent by registered letter to his/her last known address and a copy of such letter shall be hand delivered to the Chief Steward of the Plant.

The Shop Committee shall have the right to investigate any discipline given by the Company to any Union member.

Notwithstanding the above, it is agreed that the Company may not initiate any disciplinary action against an employee after the employee has worked five (5) days from the date of the incident giving rise to the situation for which such discipline is being contemplated. The time limit may be extended by mutual agreement in writing.

10.2 A claim by an employee that he/she has been suspended or discharged without just cause shall be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged with the Company in the third step of the grievance procedure within five (5) working days of suspension or discharge and the case shall be disposed of within six (6) working days, if possible, after the filing of the grievance, except where such case goes to arbitration.

10.3 Such special grievances may be settled:

10.3.1 By confirming the Management's actions; or

10.3.2 By reinstating the employee with full compensation for regular time lost;

10.3.3 By any other arrangement mutually agreed upon by the parties to this Agreement; or

10.3.4 By a ruling which is just and equitable in the opinion of the Arbitrator.

11. STRIKES AND LOCKOUTS

11.1 The Union agrees that for the duration of the Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of employees represented by the Union, nor shall any employee promote or take part in a strike, and if any such action should be taken by the employee the Union will instruct such employee to return to work and perform his/her usual duties and to resort to the grievance procedures established herein for the settlement of any complaint or grievance.

11.2 The Company agrees that it shall not threaten an unlawful lockout of any employee covered by this Agreement and that there will be no lockouts of any employee for the duration of this Agreement or any extension of same.

11.3 For the purpose of this Agreement, a strike shall be deemed to include any slow-down of work, interruption of work, suspension of work, sit-down, or any other collective action by members of the Bargaining Unit.

12. SPECIFIC PERFORMANCE

12.1 It is understood and agreed that all previous Agreements whether oral or written, by and between the Company and the Union, are superseded by this Agreement.

12.2 The waiver of any provisions of this Agreement or the breach of any of its provisions, by either of the parties, shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

13. HOURS OF WORK

13.1 The regular hours of work shall be forty (40) hours per week, divided into eight (8) hours per shift per day. The regularly scheduled work week shall consist of five (5) consecutive shifts, Monday to Friday. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week. There shall be a thirty (30) minute lunch break for each shift which shall be scheduled as closely as possible to the end of the fourth hour of that shift and shall be excluded in computing the hours of work on that shift.

13.2 The starting and stopping times of work shifts as defined under Article 13.7 and as established by the Company and the Union shall not be altered except by mutual agreement.

13.3 Employees reporting for work on their regular shift shall be guaranteed a minimum of eight (8) hours pay at the regular rate of pay, provided that they do not stop work on their own accord, have not been sent home for disciplinary reasons, are not under suspension, are not on layoff, and/or have not been previously notified that they are not to report for work on such shift. This

paragraph does not apply at any time when the plant services are interrupted by reasons of a strike, power failure, fire, flood, Act of God, or any other event which is beyond the control of the Company; in such case the affected employee shall be paid a minimum of two (2) hours at the regular rate of pay.

- 13.4** Employees reporting for work at the request of the Company, on other than a regular work day, who are subsequently sent home for reasons other than those set out in 13.3 herein, shall be guaranteed eight (8) hours pay or such lesser hours as had been previously agreed upon at the appropriate overtime rates.
- 13.5** On each shift, two (2) break periods of ten (10) minutes shall be allowed, one (1) in each half of the shift.
- 13.6** Except where other terms are mutually agreed upon by the parties hereto, shifts will be rotated every two (2) weeks if the Company's operating schedule calls for more than one (1) shift.
- 13.7** The starting and stopping times of work shifts is defined as follows:
- First (day) shift starting and stopping times shall be between the hours of 6:00 a.m. and 6:00 p.m.
- Second (evening) shift starting and stopping times shall be between the hours of 2:00 p.m. and 1:00 a.m.
- Third (night) shift starting and stopping times shall be between the hours of 10:00 p.m. and 8:00 a.m.

14. OVERTIME

- 14.1** The Company shall never be required to pay more than time and one-half for hours worked. Time and one-half will be paid only for hours worked in a day that exceeds the number of hours for which the employee was scheduled for that day. All hours worked in a week beyond 40 will be paid at time and one-half. Hours worked on a General Holiday, Saturday and/or Sunday will be paid at time and one-half provided that the days are not part of the employee's current schedule. Under no circumstances will an employee be paid for overtime not worked.
- 14.2** Overtime is voluntary and will be offered to all qualified employees on the overtime rotation list but if there are inadequate volunteers the Company may require the least senior qualified employee(s) to perform the overtime work. Where an employee has manipulated his/her normal working hours the employee may lose the right to be offered overtime.
- 14.3** Should the Company require employees to work overtime they agree that they will endeavour to notify the employees of the required overtime at least one day in advance. Should notice not be given as stated above, and should overtime work extend beyond two (2) hours, the employee shall be entitled to and shall receive supper money of \$10.00 (ten dollars).
- 14.4** Employees working overtime of at least one (1) hour shall be entitled to a ten (10) minute paid rest period:
- at the end of their regular shift prior to starting the overtime or
 - at the end of their overtime if the overtime was pre shift prior to starting their regular shift.
- Notwithstanding the above, Employees working overtime shall be entitled to a ten (10) minute paid rest period after two (2) hours of such overtime and thirty (30) minute rest period after four (4) hours overtime if the employee is required to work more than four (4) hours overtime.
- 14.5** An employee who has worked his/her regular shift and has left Company property and is then recalled, without having been given prior notice to work extra time, shall receive a minimum of four (4) hours pay at the appropriate overtime rate for each such call.

15. GENERAL HOLIDAYS

15.1 It is understood that employees on layoff, leave of absence and/or absent due to illness or injury who are entitled to Weekly Indemnity benefits or Workers Compensation benefits shall not be entitled to receive pay for the following General Holidays except as required by the Manitoba Employment Standards Act.

The annual number of General Holidays shall be fourteen (14) per year. An employee who is otherwise eligible for holiday pay must work the last scheduled day before and the first scheduled day after the holiday to be entitled to holiday pay.

	Year 1	Year 2	Year 3
Louis Riel Day	Monday, February 19, 2018	Monday, February 18, 2019	Monday, February 17, 2020
Good Friday	Friday, March 30, 2018	Friday, April 19, 2019	Friday, April 10, 2020
Victoria Day	Monday, May 21, 2018	Monday, May 20, 2019	Monday, May 18, 2020
Canada Day	Monday, July 2, 2018	Monday, July 1, 2019	Wednesday, July 1, 2020
Terry Fox Day	Monday, August 6, 2018	Monday, August 5, 2019	Monday, August 3, 2020
Labour Day	Monday, September 3, 2018	Monday, September 2, 2019	Monday, September 7, 2020
Thanksgiving Day	Monday, October 8, 2018	Monday, October 14, 2019	Monday, October 12, 2020
Remembrance Day	Monday, November 12, 2018	Monday, November 11, 2019	Wednesday, November 11, 2020
Christmas Day	Tuesday, December 25, 2018	Wednesday, December 25, 2019	Friday, December 25, 2020
Boxing Day	Wednesday, December 26, 2018	Thursday, December 26, 2019	Monday, December 28, 2020
Christmas Holiday	Thursday, December 27, 2018	Friday, December 27, 2019	Tuesday, December 29, 2020
Christmas Holiday	Friday, December 28, 2018	Monday, December 30, 2019	Wednesday, December 30, 2020
Christmas Holiday	Monday, December 31, 2018	Tuesday, December 31, 2019	Thursday, December 31, 2020
New Year's Day	Tuesday, January 1, 2019	Wednesday, January 1, 2020	Friday, January 1, 2021

15.2 Employees absent due to certified illness or injury who are not yet entitled to Weekly Indemnity benefits or Workers Compensation benefits because their absence has not yet been long enough to meet the requirements for such benefits shall be entitled to pay for the above holidays provided that if the employee is absent due to illness that he/she provides a Doctors note verifying their total inability to attend work.

15.3 Should Provincial Legislation be enacted during the lifetime of this Agreement, generating a paid General Holiday, then such paid holiday shall be added to those listed in Paragraph 15.1 and all regulations of Paragraph 15.1 and 15.2 shall apply.

15.4 Employees are entitled to one day off with pay on their birthday, except those employees on layoff, probation, leave of absence and/or absent due to illness or injury, who are entitled to Weekly Indemnity benefits or Workers Compensation benefits.

Employees may request to take their birthday off within one (1) year following the date of their birthday by providing not less than one week's notice of such request which will be granted and not unreasonably withheld subject to operational requirements.

16. VACATIONS

- 16.1** The vacation year shall be from July 1st to June 30th in any year.
- 16.2** Effective with the start of the July 1, 2009 vacation year the vacation period shall be governed by the following schedule:

Employees hired prior to March 22, 2002

SERVICE	ENTITLEMENT	%
Less than 1 year of service by June 30 th	pro-rate vacation (maximum 10 working days)	4%
1 year of service by June 30 th	10 working days	4%
3 years of service by June 30 th	15 working days	6%
8 years of service by June 30 th	20 working days	8%
15 years of service by June 30 th	25 working days	10%
25 years of service by June 30 th	30 working days	12%
35 years of service by June 30 th	35 working days	14%

Employees hired on or after March 22, 2002

SERVICE	ENTITLEMENT	%
Less than 1 year of service by June 30 th	pro-rate vacation (maximum 10 working days)	4%
1 year of service by June 30 th	10 working days	4%
5 years of service by June 30 th	15 working days	6%
15 years of service by June 30 th	20 working days	8%
25 years of service by June 30 th	25 working days	10%

An employee who **worked during the last vacation year but their hours were less than 1640** regular time hours, **which includes vacations, General Holidays, temporary shutdown(s) and workers compensation** will receive in the subsequent year two (2) percent per week of entitlement times their regular time hours worked.

- 16.3** This Article (Article 16) shall not have the effect of compelling the Company to provide employment during any plant shutdown for vacation purposes.
- 16.3.1** An employee will be granted vacation pay equal to the amount he would have earned had he worked during his/her vacation period, however if an employee's vacation pay at the time of vacation is less than his/her yearly average weekly rate, then his/her yearly average wage rate will apply.
- 16.4** Should a General Holiday fall within an employee's vacation, the day shall be deemed to have been taken within the vacation period. The Company shall grant a vacation day in lieu of the General Holiday at a mutually agreed upon time.
- 16.5** Earned vacations must be taken each year.
- 16.6** Earned vacation must be taken in conjunction with the Summer Shutdown specified in Article 16.8, unless the Employee is scheduled to work, subject to the following limitations:

<u>Employee Vacation Entitlement</u>	<u>Required Shutdown Vacation</u>
Four or More Weeks	Three Weeks

In the event that the Summer Shutdown does not result in the use of the minimum amount of vacation specified above and the Company elects to schedule **an additional Plant**

Shutdown(s), any remaining earned vacation must be taken in conjunction with the **additional Plant Shutdown** up to the minimum requirement specified above.

Notwithstanding the above, an employee may elect to take more than the above allotted vacation time during scheduled Shutdowns.

Employees who are entitled to a vacation period which exceeds the **Plant Shutdown(s)**, shall have the right to apply to take the balance of their vacation at a specified time, provided that the balance of their vacation shall be taken in the vacation year after it is earned, and further provided that the vacation cannot be taken in a back-to-back fashion with the next year's vacation.

16.6.1 The Company retains the overriding right to determine how many employees in a department shall be on vacation at any one time. Vacations shall be scheduled by Department Supervisors in such a way as to not hamper the normal operating efficiency of the department. Workload completion dates and employee absences must be taken into consideration when scheduling vacations. Subject to the above considerations a minimum of two employees shall be allowed vacation at any one time.

However, the Company shall establish a roster system to be posted on May 1st of each year and to be left open until June 15th, which shall specify the employee vacation weeks available per department in each vacation year. Those employees who have not selected their allotted vacation week(s) by November 30th may have their vacation week(s) assigned by the Company.

16.6.2 All vacation weeks will be assigned within the department. Employees may make their request to take any vacation credit that is in excess of the Summer Shutdown by June 15th. The allocation of such vacation requests will be by Company seniority (most senior first). Vacation requests in excess of the Summer Shutdown submitted after June 15th will be made in writing, and dated through the Supervisor, and will be granted on a first come – first granted basis. Permission to take a particular additional week, and the right to retain a chosen week in the event of a transfer, reassignment or 'bumping' by an employee into a different department, shall be granted on a seniority basis.

16.6.3 Where employees have been laid off for an extended period of time during which they should have otherwise had a scheduled vacation, the Company may, at its discretion, pay out any vacation credits due to them at the time they are recalled to work.

16.6.4 Employees who are entitled to a vacation period, which exceeds the Plant Shutdown and who were laid off prior to their scheduled vacation, and where it is likely that the layoff will continue beyond their vacation, they shall have the right to cancel their scheduled vacation and to remain on layoff status, in which case they may reschedule their vacation to another mutually acceptable time.

16.6.5 When employees are required to perform work during the Summer Shutdown period (as defined in 16.8 only) that is consistent with work normally performed outside of a Shutdown such work shall be afforded in the following manner:

1. By Company seniority the qualified employees without sufficient vacation credits to cover the shutdown within the department.
2. By Company seniority the qualified employees with sufficient vacation credits to cover the shutdown within the department.
3. By Company seniority the qualified employees without sufficient vacation credits to cover the shutdown outside the department.
4. By Company seniority the qualified employees with sufficient vacation credits to cover the shutdown outside the department.

16.6.6 When employees are required to perform work during the Summer Shutdown period (as per Article 16.8 only) that is not consistent with work normally performed outside of a Shutdown such work shall be afforded in the following manner:

1. By Company seniority employees without sufficient vacation credits to cover the shutdown.
2. By Company seniority employees with sufficient vacation credits to cover the shutdown.

16.6.7 When affording available work, under 16.6.5 and 16.6.6, it will be afforded on the basis of one (1) week at a time, on a rotation basis of those indicating their desire to work until the requirements are filled.

The Company's requirements, in respect to the above, will be made known no later than June 1st each year.

Should the Company determine to have further requirements to those stipulated by June 1st; the above procedure will be repeated until the requirements are filled.

The Union Shop Committee will be advised and involved in any shutdown work selection.

Any vacations required to be rescheduled as a result of an employee working will be rescheduled by mutual agreement.

It is understood that employees who choose to work during the **Plant** Shutdown may be required to perform work assigned without regard to their current work classification.

Once an employee has volunteered to work during the **Plant** Shutdown period and has been selected, he/she will not be permitted to withdraw his/her request to work, unless a satisfactory reason is provided to the Company.

16.6.8 An employee who has been laid-off with a recall date shall have the option of taking his/her vacation pay at the time of layoff or at the Summer Shutdown.

16.6.9 When employees are required to perform work during **Plant** Shutdown period(s), other than the Summer Shutdown, that is consistent with work normally performed outside of a Shutdown such work shall be afforded in the following manner:

- By Company seniority the qualified employees who have **exhausted the required vacations to be taken in accordance with Article 16.6** within the department then;
- By Company seniority the qualified employees **who do not have enough vacation credits to cover the Shutdown**, within the department then;
- By Company seniority the qualified employees who have **exhausted the required vacations to be taken in accordance with Article 16.6** outside the department then;
- By Company seniority the qualified employees **who do not have enough vacation credits to cover the Shutdown**, outside the department

16.7 Employees covered by this Agreement, who are receiving group benefits or Workers Compensation prior to their scheduled annual vacation and who remain disabled during the vacation period, shall be entitled to have the choice of either burning-off their vacation entitlement or shall be entitled to take their vacation later, at a mutually agreed time. In such case, where vacation is taken later, the vacation pay will be withheld until vacation is taken or burnt off.

An employee's length of vacation shall be governed by his/her vacation pay entitlement in accordance with Article 16.2.

16.7.1 Should an employee become ill or suffer an accident, such as would otherwise entitle the employee to benefits under the Weekly Indemnity Plan set out hereafter, he/she shall be entitled to change from vacation status to sick status. In such case, the employee shall be entitled to take the balance of his/her vacation at a later mutually agreed upon time and such remaining vacation pay shall be withheld from a group benefit cheque and paid when the vacation is taken.

16.8 Summer Shutdown for vacation purposes shall be:

July 23, 2018 to August 14, 2018

July 22, 2019 to August 9, 2019

July 20, 2020 to August 7, 2020

The Company shall have the sole discretion to determine when and for how long it will schedule **Plant** Shutdown(s) outside of the annual July and August vacation periods and will advise the Union of such scheduling as soon as possible.

16.9 **The Company will make every effort not to alter the Shutdown period as defined in Article 16.8. In the event that** the Company determines that the shutdown period (as defined in Article 16.8) is to be adjusted due to legitimate business conditions, the Union Shop Committee and employees shall be notified as early as possible however of such no later than June 15th each year for an extension. If it is reduced, notification date shall be as early as possible however no later than May 15th.

Selection of employees for all work for an extended shutdown will be by seniority, by department. Employees from outside the department who have greater seniority and are qualified may notify the Company of their desire to work. Such notification shall be made within five (5) working days of notification of the Company's requirements.

Employees will have the choice of either:

- accepting the work available; or
- not working and utilizing vacation credits; or
- not working (Record of Employment can be requested and shall be issued and received).

16.10 If the Company initially extends or reduces the Shutdown (as per Article 16.9, and subsequently revokes that decision, the Company and the Union will meet to review the work requirements, recognizing that any employee who had elected to utilize vacation credits during the extended shutdown per Article 16.6, shall have the option of cancelling their vacation for what was going to have been the extended shutdown.

16.11 Vacation pay will be paid to an employee the week prior to an employee starting their vacation providing that the employee makes a written request ten (10) working days in advance of starting their vacation. Further, it is agreed that vacation pay will be paid on a separate deposit/cheque from regular wages. The Company will provide the request form on the first regular pay period in June of each year with employees' pay stubs.

Nothing will prohibit employees who take multiple week vacations from receiving their vacation pay all at once by separate deposit.

17. UNION LEAVE OF ABSENCE

17.1 The Company will grant a leave of absence to a minimum of five (5) Union members and to one (1) further member for each one hundred (100) Union members employed by the Company and on active status to a maximum of fifteen (15) provided that such requests for leave are submitted in writing by both the Union and the employees. Leave will be granted providing that it does not disrupt the flow of work and where leave would not exceed the maximum number set out above away on Union leave of absence at one time and providing further that the request for such leaves of absence will be for the purpose of working for and attending conventions or conferences on behalf of the International Association of Machinists and Aerospace Workers, Lodge 1953. Such leaves of absence shall be for a maximum of three (3) weeks at any one time and the Union shall give at least two (2) weeks notice to the Company.

17.2 Upon written request from the Union and the employees concerned, the Company will grant leave of absence without pay for the duration of the Collective Agreement to two (2) employees who have been elected or appointed to a full time position with IAMAW and its affiliates or any Labour endorsed political party. Such requests may be renewed at the expiration of the Agreement. An employee who obtains such leave will at the end of his/her leave of absence be given re-employment on the basis of his/her continuity in seniority in his/her former position, or in a similar position, at the prevailing rate of his/her classification at the time of such re-employment.

Continuity of seniority will only be granted to such an employee upon resumption of employment with the Company. Notwithstanding anything herein before contained, an employee who has been on such leave loses his/her seniority standing if he/she does not return to work within two (2) weeks of the date on which his/her leave of absence expires.

17.3 Employees on authorized Union Leave of Absence shall be maintained on the payroll at the regular classification rate of pay of the employee, and the Company shall bill Lodge 1953 for regular scheduled time not worked during such authorized Union Leave of Absence, including General Holidays as shown in Article 15.1.

Billing shall be done by deduction of Union check-off remittance, with an appropriate accounting statement.

18. PERSONAL LEAVE OF ABSENCE

18.1 An employee, upon written request, through his/her immediate Supervisor, may be granted leave of absence without pay for a period not to exceed sixty (60) days. This period may be extended by mutual consent of the Company and the Union. The granting of such leaves of absence or extensions thereof must be in writing from the Company.

18.2 When such leave of absence is granted, the employee shall retain his/her seniority rights. However, should the employee engage in other employment while on personal leave of absence, he/she shall be deemed to have quit his/her employment with the Company and shall no longer be an employee of the Company.

18.3 The Union will be notified of a leave of absence granted in excess of thirty (30) days. The Company will respond to any personal leave request in writing within five (5) working days of receiving the request, outlining that the leave is either approved or the reasons for any denial.

18.4 An employee who is pregnant may request in writing a maternity leave of absence without pay not exceeding thirty seven (37) weeks in addition to the seventeen (17) weeks of maternity leave of absence, as provided by statute.

An employee (mother or father as a result of the birth or adoption of a child) may request in writing, a leave of absence without pay for up to thirty-seven (37) weeks parental leave.

19. PROBATION

- 19.1** New employees and those rehired after losing seniority rights will be considered to be on probation until they have worked one thousand (1,000) hours in a twelve (12) consecutive month period.
- 19.2** In the event a probationary employee is rehired within twelve (12) months of being terminated due to layoff, their previous hours worked towards their initial probationary period will be recognized by the Company, **and their seniority date will remain as per the original start date.**

20. SENIORITY

- 20.1** An employee shall acquire seniority status after he/she has completed his/her probationary period as defined in Article 19.
- 20.2** After completing the probationary period as defined in Article 19, an employee shall be regarded as a permanent employee and his/her seniority shall be calculated from the date the employee commenced his/her employment with the Company.
- 20.3** If two (2) or more employees are hired on the same date, seniority ranking will be established on the basis of lot draw in the presence of a Shop Committee member.
- 20.4** An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:
- 20.4.1** If the employee voluntarily terminates his/her employment;
- 20.4.2** If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- 20.4.3** If the employee fails to signify within six (6) working days his/her intention to accept recall after notice to report has been sent by courier or registered letter to his/her last address filed with the Human Resources Department. Having signified his/her intention, the employee is expected to report for work forthwith unless sickness or other valid reasons can be demonstrated. Other employment, other than the requirement to give proper notice, (maximum ten (10) working days) is not a valid reason.
- 20.4.4** If the employee fails to report to work in the prescribed time as identified in Article 20.4.3.
- 20.4.5** If an employee is absent from work for (3) three consecutive working days without reporting such absence on the Employee Call-in-Line.

It is understood that the above will not apply if the employee was absent for extenuating circumstances and was unable to contact the Company.

- 20.5** Seniority lists effective February 28th, May 31st, and September 30th in each year of this Agreement shall be provided to the Union.
- 20.6** Employees with more than seventeen (17) years of service may apply to the Company for a straight shift preference within their department and, where possible, the Company will accommodate within their department those employees applying for such shift preference taking into account seniority. The Company will supply the Union with a copy of all such requests.

21. TRANSFER

- 21.1 For all transfers, that is classification or departmental, no more than the number of transfers shown for the respective department as outlined in Appendix A **or Appendix B** shall occur as a result of a particular vacancy occurring.
- 21.2 It is mutually agreed that an employee with seniority who transfers from one classification to another classification, or from one department to another department within the same classification covered by this Collective Agreement shall retain all seniority.
- 21.3 In the event of an employee requesting to transfer from one classification to a different classification, or from one department to a different department the employee may file with the Human Resources Department an application for such transfer and a copy will be given to the Chief Steward. This application will stand until October 1st each year. When a vacancy in a classification or in a department occurs and the Company decides to fill it internally, it will refer to internal transfer application.
- 21.4 Transfers will not be permitted for probationary employees.
- 21.5 Transfer applicants will be limited to one (1) move for a period of twelve (12) months from the date of transfer unless requested by the transferee and agreed upon by the Company. The Union will be party to such discussions.
- 21.6 Classification Transfers
- 21.6.1 The Company will advise all employees of the right to file transfer applications and will encourage employees to take part in the internal transfer system.
- 21.6.2 Should a vacancy occur in the classification applied for, the senior employee, if qualified, shall be given preference, and further provided that the application for transfer will only be accepted where it is reasonable to expect the applicant is able to perform the job after five (5) days familiarization. Should an employee not qualify after their five (5) day familiarization period he/she shall be returned to his/her previous classification. Within the five (5) day familiarization, an employee may decide to voluntarily return to their previous classification.
- 21.7 Departmental Transfers
- 21.7.1 The Company shall grant up to **forty-seven (47)** departmental transfer requests per year commencing October 1st of each year **not including Appendix B**.
- 21.7.2 Should a vacancy occur in a department which is projected to be of a duration of eight (8) weeks or longer, a senior employee on the transfer list, if qualified, shall be given preference, and further provided that the application for transfer will only be accepted where it is reasonable to expect the applicant is able to perform the job after five (5) days familiarization. Should an employee not qualify after their five (5) day familiarization period he/she shall be returned to his/her previous department. Within the five (5) day familiarization, an employee may decide to voluntarily return to their previous department. If the duration is less than eight (8) weeks then the junior qualified employee in the department will be transferred.
- 21.7.3 A maximum number of transfers both in and out of each department shall be permitted in each six (6) month period as per Appendix A **and Appendix B**.
- 21.7.4 A transfer to fill the initial vacancy and the second transfer to backfill the vacancy of the transferring employee will both count toward the cap of **forty-seven (47)** total departmental transfers per year **not including Appendix B**.
- 21.7.5 In the event of a reduction in the total number of employees in a department, the least senior employee in the affected classification of such department will be reduced out of the department.

- 21.8 An employee who is accepted by the Company into a job outside of the Bargaining Unit within the Company shall retain existing seniority and accrue additional seniority for a period of twelve (12) months. If such employee is later transferred back to the Bargaining Unit within twelve (12) months and then applies and is accepted into a non-bargaining unit position within an eighteen (18) month period they will be deemed to have voluntarily terminated their employment in accordance with Article 20.4.1 of the seniority provisions.

22. LAYOFF

- 22.1 In the event of a layoff, the employees declared redundant and the Shop Committee shall be given five (5) working days advance notice in writing, except when the layoff is caused by circumstances beyond the Company's control, e.g., such as power failures, flood, fire, or any Act of God. The Company will also provide the Shop Committee with seven (7) copies of an updated seniority list.

- 22.2 Probationary employees, as described in Article 19 shall be terminated prior to any other employees with seniority. However, the Shop Committee shall be informed in writing of any probationary employees who cannot be replaced by senior employees. Retention of any probationary employees shall be by mutual agreement and such agreement shall not be unreasonably withheld.

If additional layoffs are necessary the lowest senior employee shall be laid off next in the affected classification.

- 22.3 In the event of a line rate reduction, **both CAA's and CTA's will be laid off in accordance with their respective Companywide seniority.**

23. BUMPING/FAMILIARIZATION

- 23.1 In the event of a lay off, the least senior employee(s) in the effected classification will be laid off first. If they are more senior to other employee(s) in another classification and have held that classification they will be assigned to displace junior employee(s) within that classification. For purposes of this article, an employee will be considered to have held the classification if he/she has satisfactorily worked a minimum of 160 hours, in the last ten (10) years, in that classification or completed a Company approved certification training program for that classification. Where an employee has exceeded ten (10) years and it is reasonable to expect the employee is able to perform the job available in said classification they will be given a familiarization period not to exceed ten (10) working days. Should an employee not qualify after the ten (10) working day familiarization period they will proceed to layoff. All such moves must be completed within five (5) working days of the original notice of lay off being issued to an employee/Shop Committee. A displaced employee will assume the date of lay off of the original laid off employee.

- 23.2 For the purpose of layoff all Team Leader designations shall be disregarded and the affected employees shall be considered according to their classification only as shown in Classification and Wage Rate Schedule of this agreement.

- 23.3 Senior employees, having displaced a less senior employee shall receive the rate of pay of the classification he/she transferred into, appropriate to his/her lifetime hours worked.

- 23.4 Employees on layoff shall retain the date of hire seniority position but shall not accumulate seniority for the purpose of any work related benefits, except as provided for elsewhere in this Agreement.

- 23.5 Employees shall, when laid off, file their current address with the Human Resources Department, with a copy to the Union, and shall thereafter advise the Human Resources Department of any change of address in writing.

24. EMPLOYMENT SKILLS DEVELOPMENT

24.1 In order to build employee skills and continue to improve customer satisfaction, the Company will provide skills and task training opportunities within job classifications and across job classifications as appropriate.

A joint Company/Union Skills Development Committee will be established to put forth recommendations to improve upon skills and task training processes. The committee will consist of **two (2)** Union Representatives and **two (2)** Company Representatives.

Employees will be required to fully participate and cooperate with all skills and tasks training programs

25. RECALL

25.1 On the occasion of an increase in the workforce, the Company will recall an employee in order of seniority to the classification or job he/she is qualified for.

25.1.1 An employee who is recalled to a classification where he/she has not worked in the previous two (2) years shall be subject to a ten (10) day familiarization period. Should the employee not qualify in the ten (10) day familiarization period, the employee shall be returned to layoff status and forfeit his/her recall rights into that classification.

25.1.2 (a) Employees shall have recall rights into all classifications held since October 1st, 1986, except as noted here and elsewhere in this agreement.

(b) In order to acquire recall rights into a classification, an employee must have successfully qualified under displacement, familiarization and/or transfer.

25.2 On the occasion of the Company's need but inability to recall workers into classifications where jobs are available because there are no longer workers on layoff in the affected classification, other employees of different classifications and laid off from employ and still on layoff status may be recalled in order of seniority and reclassified to the Coach Assembly Associate, Parts/Materials Associate, or Primary Manufacturing Associate classifications and that top wage rate, commensurate with lifetime hours worked. shall progress in accordance with Article 33 of the Collective Agreement.

25.3 A probationary period in accordance with Article 19 of the Collective Agreement shall be effective in the event that an employee, who has accepted recall and reclassified to the Coach Assembly Associate, Parts/Materials Associate, or Primary Manufacturing Associate classifications is found unsuitable for the type of work he/she is required to perform. Such employee shall be placed back on layoff status and be subject to recall rights in accordance with Article 25.5 with the three (3) year limitation on recall rights effective from the time of original layoff prior to acceptance of recall to the new classification.

25.3.1 Employees on layoff status who wish not to accept recall as per Article 25.2 shall remain on layoff status and remain subject to recall in accordance with Articles 25.1, 25.4 and 25.5 of the Collective Agreement.

25.3.2 Employees who have accepted recall and reclassification to the Coach Assembly Associate, Parts/Materials Associate, or Primary Manufacturing Associate classifications shall be eligible for recall in order of seniority to their former classification.

25.4 An employee who has exercised his/her displacement rights shall be returned to his/her former position before a new employee is hired into it or any other employee is promoted or transferred into it.

25.5 A permanent employee who is laid off will have recall rights for a period of three (3) years.

- 25.6** The Company agrees that during periods where employees in a particular classification are on laid off status, it will endeavour to recall employees for temporary periods rather than have the work performed through the use of overtime. In such cases the employee will be considered to have been recalled temporarily and the following conditions will apply:
- 25.6.1** Any recall to work which is anticipated to be for five (5) consecutive days or less, is considered temporary.
 - 25.6.2** Employees offered a temporary recall have a right to refuse the recall without prejudice to any other rights of recall.
 - 25.6.3** Notwithstanding the provisions of Article 22.1, employees accepting a temporary recall will be given notice of layoff at the time they are recalled.
 - 25.6.4** "Familiarization" provisions as set out in Article 25 will not apply to employees at work as a result of a temporary recall.
 - 25.6.5** Laid off employees interested in accepting temporary recalls to work, shall file notice with the Company and shall advise of a number of contact points where they can be reached.
 - 25.6.6** The most senior employee who has recall rights to that classification and who has indicated an interest in temporary work shall be given the job. The Company agrees to make forms available upon layoff wherein employees can indicate their interest in temporary recall and a copy of the completed form will be forwarded to the Union.
 - 25.6.7** These provisions are exceptions to Article 22, 23, and 25 and modify those clauses only as set out herein.

26. VACANCIES

- 26.1 The decision as to when work is available; the number of hours to be worked and the number of employees to be assigned to individual classifications and departments is the responsibility of the Company. Vacancies in a classification may be filled using any of the procedures described in this article prior to the recall of employees. If the Company determines that none of the applicants are qualified, it may fill the job by an external hire.

Vacancies in Newly Created Classifications (Classifications not covered by the Classification and Wage Rate Schedule)

Notice of vacancies in newly created classifications shall be posted on a bulletin board for five (5) working days. The Union shall also be provided with a copy. The notice shall include the classification, notice posting date, the application deadline and the number of vacancies. Employees must submit a signed and dated application form prior to the deadline. All applications will be submitted to a central location within the plant.

In determining which, if any, applicants will be selected the Company will assess all aspects of the work histories of the candidates and their qualifications. A list of candidates who are chosen will be posted in the plant within two (2) working days of the decision being made. If the Company determines that internal applicants are equally qualified, it will select the more senior applicant. A successful applicant must transfer to the classification for which they have applied. Employees may only transfer one (1) time per calendar year under this system.

The Company shall have the right to determine whether a vacancy exists and whether it will be filled pursuant to this procedure.

27. **BULLETIN BOARDS**

27.1 Bulletin boards shall be available in areas determined by the Company for all Union notices, provided the notices are signed by the President and/or the Recording Secretary of the Union.

28. **JURY DUTY PAY**

28.1 An employee who is summoned as a witness or a juror shall be excused from work for the time required to do such duty. The employee shall present written evidence to the Company of witness or juror duties and of the amount of payment received therefore.

28.2 The Company will pay the employee, excused for witness or jury duty, for regular scheduled working time missed in exercise of such duties, less the amounts received by the employee for such duties by those who summoned him.

28.3 To appear as a witness in any arbitration matter arising out of a grievance, or in any proceedings against the Company by the Union or a member of the Bargaining Unit, does not qualify an employee for 28.2.

29. **BEREAVEMENT**

29.1 The intent of this Article is to assist in minimizing the loss of an employee's regular wages at a time of bereavement caused by the death of a member of the immediate family.

29.1.1 For the purposes of this Article, the immediate family is defined as the employee's mother, step-mother, father, step-father, mother-in-law, father-in-law, spouse, common-law spouse, children, brother-in-law, sister-in-law, grandparents, **daughter-in-law, son-in-law**, brothers and sisters, step-children, foster children who reside with employees, and grandchildren. The Company may request proof of qualifications. A common-law spouse must be registered with the Company's Human Resource office.

29.2 With full consideration to Sub-Article 29.1 and in the event of death in the immediate family, the employee shall be entitled, if needed, up to a maximum of three (3) working days leave with pay and shall be exhausted in a one (1) year period. If a member of the immediate family is a Mother, Father, Spouse, a Common-law Spouse, Children, Foster Children, a Brother, or a Sister, the Company will increase the leave with pay to four (4) days which shall be exhausted in a one (1) year period. Where a member of the immediate family as set out in Section 29.1 is critically ill and resides more than 1,000 miles from the City of Winnipeg the Company will grant an unpaid compassionate leave of absence not to exceed thirty (30) days in duration. The Company shall have the right to require medical evidence of the critical illness prior to granting the leave of absence. The paid bereavement leave in the event of a death of a member of the immediate family shall be taken concurrently with any leave of absence.

29.2.1 The pay for such leave shall be calculated on the basis of regular working hours lost by the employee.

29.3 With full consideration to Sub-Article 29.1 and where the funeral of a member of the employee's immediate family is **four hundred (400)** or more **kilometers** from Winnipeg, then the date immediately following the days specified in Article 29.2 and the day specified in Article 29.4, will be considered as eligible for paid leave, provided that the employee attends the funeral and that such TRAVEL DAY is the employee's regular work day.

29.4 With full consideration to Sub-Article 29.1 and in the event of the death of an employee's grandmother-in-law, grandfather-in-law, the Company will provide leave with pay for one (1) day only, at the regular classification rate of pay and shall be exhausted in a one (1) year period.

29.5 It is agreed and understood that a specific event does not need to occur for an employee to utilize any outstanding portion of entitled bereavement leave afforded in conjunction with Article 29 of the Collective Agreement. The scheduling of such time shall be by mutual

agreement if notice is less than two (2) weeks. Notwithstanding the two (2) week notice, the time will not be unreasonably withheld.

An employee's right to schedule bereavement inside of the two (2) week period shall be limited by consideration of the workload completion dates and employee absences. The Company's right to refuse to grant such time off shall not be unreasonably exercised.

30. GROUP BENEFITS

30.1 Group Life Insurance:

Effective January 1, 2013, the Group Life Insurance Plan will provide for coverage of forty-five thousand dollars (\$45,000.00). The Company will pay one hundred percent (100%) of the premiums.

30.1.1 A single premium paid up life insurance policy will be provided upon retirement in the amount of four thousand dollars (\$4,000.00) or a one-time lump-sum Retirement Benefit payment in the gross amount of \$1,000.00. Such payment will be made by the Company no later than 14 days following the employee's retirement date.

Effective April 1, 2009 the paid up life insurance policy will cease and retired employees will have the option of:

- a four thousand dollar (\$4,000.00) life insurance benefit or
- a one-time lump-sum Retirement Benefit payment in the gross amount of **\$1,250.00**. Such payment will be made by the Company no later than 14 days following the employee's retirement date.

30.2 Weekly Indemnity:

(a) As a result of a non-work related illness or accident, disabling the employee from work, the Company shall provide the employee with the following indemnity.

The Company will pay one hundred percent (100%) of the premium for a Weekly Indemnity Plan which ensures, provided that it is medically supported, the employee receives an income during a period of disability that is neither more nor less than sixty-six and two-thirds (66 2/3%) of the weekly basic earnings of such affected employee for a maximum period of twenty-six (26) weeks.

An additional five (5) weeks coverage will be afforded to an employee after he/she has exhausted the initial twenty-six (26) weeks plus the coverage afforded them under the Employment Insurance Benefits.

- (b)** No disabled employees shall be entitled to such benefits during the first three (3) consecutive calendar days of disability.
- (c)** The waiting period of three (3) consecutive calendar days shall be waived if an employee is admitted to hospital, or if an employee is admitted to hospital for surgery or a Doctor's office for surgery on an outpatient basis during the three (3) consecutive days waiting period. The Company defines admitted to hospital as requirement for anaesthetic and/or twelve (12) hour stay in hospital.
- (d)** Where to circumstances warrant, the Company may require an employee to attend for an independent medical examination.
- (e)** The Company will reimburse an employee for a completed Work Accommodation Form (WAF) – previously known as OHAF - and WCB forms, if such forms are requested by the Company.

30.3 Dental Care

Effective October 1, 1982, the Group Dental Plan shall be on an eighty percent (80%) basis of co-insurance. The Company will pay one hundred percent (100%) of the costs of this Dental Plan. Effective **February 1, 2019**, the maximum allowable benefit will be increased to **\$1,625.00**. Effective **February 1, 2020** the maximum allowable benefit will be increased to **\$1,650.00**.

30.4 Vision Care

Effective **February 1, 2019**, a Vision Care plan will be provided to a maximum of **three hundred and seventy-five dollars (\$375.00)** per family member, once every twenty-four (24) months.

This amount may include prescription eyewear and/or **annual** eye examinations.

30.5 The above Plans shall continue to be compulsory as conditions of employment.

30.6 Effective May 1, 2010 the Company will pay twenty percent (20%) of the premium cost of the current Extended Health Plan.

30.7 In the case of an accident on the job that requires attention by a medical doctor, while the employee is working overtime, shall receive payment for the remaining hours of the planned overtime work period at the applicable rate on the day this accident occurs.

30.8 Paid Sick Leave

An employee with more than one (1) year of service will be entitled to one (1) day per year paid sick leave, provided an employee has worked a minimum of sixteen hundred (1600) regular hours per year. The above sick day may be accumulated to a maximum of three (3) days.

Sick leave pay will be at the employee's regular rate of pay and will apply to the first (1st) day of illness. At the end of each contract year the employee has the option of being paid for one (1) day sick leave at their regular hourly rate of pay. Sick leave is extended for legitimate absences due to sickness only.

Note: Accumulation of hours worked commences February 1, 2009.

30.9 Bridging

Effective date of ratification, employees who have attained age sixty (60) or over and who have at least twenty (20) years of service, shall be entitled to a bridging supplement of **\$32.00** a month for each year of service. The bridging supplement will be payable until a participant becomes eligible for Old Age Security (OAS).

31. PENSION PLAN

31.1 The Pension Plan now in existence will continue to be available to all employees covered by this Agreement.

Employees hired prior to March 22, 2002 are required contribute four percent (4%) of earnings to the existing Pension Plan.

The Company will contribute five percent (5%) of earnings for all active members of the existing Pension Plan with less than 25 years of service. Effective February 1, 2014, the Company will contribute five and a half percent (5.5%) of earnings for all active members of the existing Pension Plan with less than 25 years of service. For active members of the existing Pension Plan with 25 or more years of service the Company will contribute six percent (6%) of earnings. Effective February 1, 2014, the Company will contribute six and a half

(6.5%) percent of earnings for active members of the existing Pension Plan with 25 or more years of service.

Employees hired on or after March 22, 2002 will be required to contribute 3% of earnings to the existing Pension Plan; the Company will also contribute 3% of earnings. Effective February 1, 2014, the Company will contribute three and a half (3.5%) percent of earnings.

Effective February 1, 2016, the Company will contribute seven percent (7%) of earnings for active members of the existing Pension Plan with 40 or more years of service.

Note: Earnings continue to exclude overtime.

- 31.2** A joint committee, with a maximum of three (3) Union members (one of which shall be the Union Business Agent or his/her designate) shall be established to participate during the bi-annual meetings with the Insurer.

32. SAFETY COMMITTEE AND SAFETY EQUIPMENT

- 32.1** Where required in the opinion of the Company, following consultation with the Safety Committee the Company shall provide and pay the full cost of the following items of safety equipment:

- (a) Face shields;
- (b) Painter's masks/respirators;
- (c) Welder's leather aprons and/or welder's leather jacket;
- (d) Welder's sleeves;
- (e) Welder's gloves;
- (f) Disposable coveralls;
- (g) Work gloves;
- (h) Chaps and/or spats;
- (i) Fall Protection Harnesses
- (j) Hearing Protection or Custom Hearing Protection if prescribed by an audiologist.
- (k) Welder's Speed Glass Helmets (over the life of the collective agreement).

After the first issue of the above items, replacement will only be available against return of worn out articles of above description.

- 32.1.1** It is a condition of employment to wear safety glasses in all Shop areas at all times. The Company provides to the employees suitable safety glasses at no cost. Safety glasses lost or broken negligently are to be replaced at the employee's cost. Safety glasses rendered useless in preventing an accident are replaced at no cost to the employee.

- 32.1.2** Every two (2) years the Company agrees to pay, to those employees who are required to wear prescription glasses, the cost of prescription safety glasses when purchased in accordance with the Company's Prescription Safety Eyewear Program. Employees who wish to wear non-prescription safety glasses of their own choice do so at their own cost. Such glasses must meet the safety standard.

32.1.3 The Company will pay one hundred percent (100%) to a maximum of **one-hundred and twenty-five dollars (\$125.00)** towards the purchase of safety boots once within a twelve (12) month period.

Employees who normally work outside during the winter months may purchase one (1) pair of winter safety boots in addition to the above at the same participation rate by the Company.

32.2 The parties shall jointly form a Safety Committee for all existing work places, the purpose of which will be to promote a safe and healthy work environment.

32.2.1 The parties shall each appoint one representative who shall be a common member of all the committees and who shall be designated to act as either Chairman or Vice-Chairman of each of the committees. Where the Company adds a new and separate work area in which twenty (20) or more employees work, a new committee shall be formed in the fashion set out above.

32.2.2 The Committees shall be comprised of equal representation and shall function with alternating Chairpersons and Vice-Chairperson. At meetings where the Company appoints the Chairperson, the Union shall appoint the Vice-Chairperson, and so on. Each workplace Committee will meet monthly during regular working hours at a fixed time and place, and more frequently by mutual agreement. In order to accommodate monthly meetings members of the safety committee will work the day shift.

32.2.3 There shall be a joint meeting of the Safety Committee from each workplace on a quarterly basis or more frequently by mutual agreement. At the joint meeting the joint Committee shall function with alternating Chairpersons and Vice-chairpersons to be delegated by the Company and Union respectively.

32.2.4 Each Committee member, during each year of service on the Committee, shall be allowed a maximum of twenty-four (24) hours of occupational health and safety related training which will be taken during normal working hours at Company expense.

32.2.5 Each Safety Committee will carry out the monthly plant safety inspections of their workplace on the day of their meeting or on such other day that their Committee agrees to.

32.2.6 Accidents that are investigated by Workplace Health and Safety will be investigated by both Safety Co-Chairpersons or their designates within eight (8) hours of the accident.

32.2.7 Prior to commencing work on a new job which may be part of an employee's overall classification, the Company will ensure that the employee receives job instructions and safety related instructions. (Safety related instructions will be assisted by a member of the Bargaining Unit or area supervisor.)

During regular committee meetings the Company will provide safety and safety-hazard information concerning intended introduction of new chemicals, machines, and work processes.

32.2.8 The Health and Safety Committee shall be comprised of a maximum of six (6) Union Representatives and six (6) Company Representatives. The Union shall elect one employee representative from each Health and Safety Committee Inspection Zone.

32.2.9 The Company will pay for one (1) day per month to the Union Safety Co-Chairperson to perform health & safety business.

32.3 The Company will maintain a health centre at its main plant and have certified staff conduct audiometric tests on a regular basis. Test intervals to be in accordance with noise level exposure.

32.4 The Company and the Union agree that the Regulations and Codes of Practise as defined in the Manitoba Workplace Safety and Health Act at the time of ratification will remain in force for

the duration of this Collective Agreement as a direction for Health and Safety issues save and except where such practices are prohibited in future statutes.

The protection established by the current statutes shall not be eroded by any new regulations and practices directed by the Manitoba Workplace Safety and Health Act.

- 32.5** The Company shall supply and maintain safety notice boards in all plants with the numbers to be determined by the Joint Health and Safety Committee.

33. CLASSIFICATIONS AND WAGE RATES

- 33.1** The classifications and applicable rates of pay are set forth in the Classification and Wage Rate Schedule. The Company has the right to alter, amend, add or reduce classifications.

Employees are required to satisfactorily perform any and all work appropriate to their classifications.

Employees will be required to maintain skills and satisfactorily complete training and cross-training as assigned. The Company has the right to rotate employees through various tasks and duties **in their department**.

The Company has the right to design and implement an incentive compensation program and to end such program at its discretion. Employees will be paid no less than the wages contained in the Classification and Wage Rate Schedule.

CLASSIFICATIONS:	
Rate Group A	
Coach Assembly Associate	CAA
Parts/Materials Associate	PMAT
Rate Group B	
Tooling and Fixtures Associate	TFA
Welding Associate	WA
Coach Technical Associate	CTA
Paint Systems Associate	PSA
Primary Manufacturing Associate	PMA
Maintenance Systems Associate	MSA

WAGE RATE SCHEDULE	Rate A Coach Assembly Associate Parts/Materials Associate			Rate B Paint Systems Associate Primary Mfg Associate Welding Associate Coach Tech Associate Maintenance Systems Associate Tooling & Fixtures Associate		
	1-Feb-18	1-Feb-19	1-Feb-20	1-Feb-18	1-Feb-19	1-Feb-20
POST RAT 2018	\$17.86	\$17.86	\$17.86	\$23.26	\$23.26	\$23.26
POST RAT 2002 (1)	\$19.11	\$20.41	\$21.71	\$24.51	\$25.81	\$27.11
PRE RAT 2002	\$28.14	\$28.94	\$29.74	\$28.94	\$29.74	\$30.54

(1) Note: once first 1,000 hours have been worked

34. PREMIUMS

34.1 The premium pay for the evening shift will be **forty cents (.40)** per hour.

The premium pay for the night shift will be **seventy-five cents (.75)** per hour.

34.2 For the period of appointment only, when an employee is appointed by the Company to act as a Team leader, a premium of fifty cents (.50) per hour shall be paid above his/her current regular rate.

34.2.1 A Team Leader is an individual who works under the general supervision of a Supervisor but may have direct responsibility for his/her own shift or area. He/she has the responsibility for maintaining a safe and orderly workplace but he/she cannot recommend or administer disciplinary action himself. A Team Leader will not have access to an employee's file. Overtime for a Team Leader will be applied as per Article 14 of the Collective Agreement. A Team Leader shall not in any way alter, mark, sign, or punch another employee's time card except to record line moves and or work order numbers. The Company recognizes the benefit of having Team Leaders with the ability of performing all the jobs within the departments they lead and will endeavour to achieve that goal.

34.3 An employee of the Bargaining Unit assigned or designated as a Forklift Operator shall receive a premium of ten cents (.10) per hour.

A Forklift operator must have a certified Forklift Operators license.

34.4 The Company agrees to pay a premium of five cents (.05) per hour to an employee of the Bargaining Unit, regardless of classification, during the time he/she worked in the Company's Experimental Department and special projects.

34.5 The Company agrees to pay a longevity premium in addition to the regular rate of pay of five cents (.05) per hour in addition to the regular rate of pay after an employee of the bargaining unit has completed five (5) years of service, ten cents (.10) per hour in addition to the regular rate of pay after the employee has completed ten (10) years of service and fifteen cents (.15) per hour in addition to the regular rate of pay after the employee has completed fifteen (15) years of service, and thirty cents (.30) per hour in addition to the regular rate of pay after the employee has completed twenty (20) years of service, thirty-five cents (.35) after the employee has completed twenty-five (25) years of service, fifty cents (.50) after the employee has completed thirty (30) years of service with the Company.

Employees hired on or prior to September 30, 1998 shall continue to receive their current longevity premium on a grandfathered basis with no further or additional compensation achievable.

34.6 Premiums Schedule

Premiums		Longevity Premiums	
Group Leader	\$0.50	<i>Years of Service</i>	
Forklift	\$0.10	≥ 5 yrs < 10 yrs	\$0.05
Project	\$0.05	≥ 10 yrs < 15 yrs	\$0.10
Shift - Evening	\$0.40	≥ 15 yrs < 20 yrs	\$0.15
Shift - Night	\$0.75	≥ 20 yrs < 25 yrs	\$0.30
		≥ 25 yrs < 30 yrs	\$0.35
		≥ 30 yrs	\$0.50

35. This Agreement shall be effective from and including **February 1, 2018** to midnight **January 31, 2021** and thereafter will be automatically renewed from year to year unless either party gives to the other party written notice of termination at least thirty (30) days and not more than ninety (90) days prior to **January 31, 2021**, or, in the event of an automatic renewal at least thirty (30) days, and not more than ninety (90) days, prior to the expiry date of the Agreement as renewed.

- 36.** If no agreement is reached at the expiration of the Contract and negotiations continue, the Agreement shall remain in force up to the time a subsequent Agreement is reached.
- 37.** Nothing herein contained and nothing done pursuant hereto shall release, prejudice or affect the rights or remedies of the Company, or the Union, or the employees under the Manitoba Labour Relations Act or the Vacations with Pay Act, Manitoba, or any other applicable Government Statute.
- 38.** Employees will be paid on a bi-weekly schedule by direct deposit and will be notified a minimum of 60 days in advance should the pay cycle be changed.
- 39.** Family Leave will be provided and not unduly withheld to eligible employees in accordance with the Employment Standards Code of Manitoba.

**Appendix (A)
Transfer Limits per Department**

Departments	Transfer Limits
Coach Finishing Facility - 1730 (CAA)	2 in 2 out
Coach Finishing Facility - 1545 (PSA)	4 in 4 out
Coach Finishing Facility - 1730 (CTA)	2 in 2 out
Common Line – 1530 (CAA)	5 in 5 out
Common Line – 1540 (CAA)	5 in 5 out
Common Line – 1600 (CAA)	4 in 4 out
Common Line - 92 (PSA)	2 in 2 out
Common Line – 1520 (WA)	4 in 4 out
Common Line - 1600 (CTA)	2 in 2 out
Maintenance - 2610 (MSA)	2 in 2 out
Primary - 1315 (CAA)	2 in 2 out
Primary - 1315 (PSA)	2 in 2 out
Primary – 1225 (WA)	2 in 2 out
Primary - 1115 (PMA)	3 in 3 out
Tooling & Fixtures - 2315 (TFA)	2 in 2 out
Warehouse – 2245 (PMAT)	4 in 4 out
Total	47

**Appendix (B)
Transfer Limits per Department (D-Line)**

Departments	Transfer Limits
1405	6 in 6 out
1410	2 in 2 out
1415	2 in 2 out
1240	4 in 4 out
1425	4 in 4 out
1435	4 in 4 out
Total	22

IN WITNESS WHEREOF the parties of this agreement have set their hands and seals this _____ of _____.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #1

TECHNOLOGICAL CHANGE

It is agreed that, prior to the introduction of any technological change which will likely result in job loss or change in job content, the Parties hereto will meet for the purpose of discussing ways to minimize any adverse effects on employees likely to be involved.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #2

1. The Company shall maintain the current E.A.P. Program for the members of the Union.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #3

1. An employee shall wear his/her badge in a clearly visible fashion at all times while on Company property, however an employee shall not be requested to show his/her badge after gaining entry to the plant unless some doubt exists as to the right of that employee to be in the area in question.

2. The Company shall provide each employee with two (2) badges (clip and wallet) which remain Company property. If the badge is destroyed, damaged or lost as a result of the employee's work, or due to normal wear and tear, it shall be replaced free of charge. If it is lost by the employee for any other reason, the Company shall provide the employee with a temporary replacement for up to one week. If the original badge is not located the Company may deduct two (\$2.00) Dollars from the employee's cheque and the employee will be issued a new badge. The Company shall refund the two (\$2.00) Dollar fee if the badge is returned within 60 days.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #4

Employees retiring will be eligible to participate in the Company's Extended Health Retiree Benefits Plan.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #5

An employee who has acquired more than one classification may sign a waiver to give up recall rights to any one of his/her classification provided at the time of signing this waiver he/she has returned to his/her primary classification.

This clause applies to employees who have recall rights to other classes held prior to the signing of this agreement.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #6

Re: 10 Hour. 4 day work week

Since the Company has advised the Union of its interest of going to a 10-hour 4 day workweek, the parties agree following the renewal of the existing collective agreement, a vote will be held to determine workforce interest on 10-hour 4 day workweeks.

Such a vote will be held to determine employees' interest at a mutually agreeable time between the parties.

Prior to the conducting of a vote, the Company and the Union will agree upon the information provided upon which the employees will vote.

Should the employees vote in favor of a 10-hour 4 day workweek, the Company will implement according to operational requirements.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

MOTOR COACH
INDUSTRIES LIMITED

LETTER OF UNDERSTANDING #7

Re: Union Time

The liability of the Company to compensate Union Representatives/Officials for activities permitted under this Agreement is limited to three thousand eight hundred (3,800) straight time hours per year. However, all hours spent by Bargaining Unit members elected as representatives to the Joint Health and Safety Committee will be paid and not charged against the 3,800 hour allocation. Time spent by up to five (5) members of the negotiating committee when in meetings with the Company during negotiation will not be charged against the 3,800 hour allocation. Time spent by the Union Representative on the Joint Company/Union Skills Development committee will not be charged against the 3,800 hour allocation.

INTERNATION ASSOCIATION
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LETTER OF UNDERSTANDING #8

Re: Notice to Work During Shutdowns

Wherever possible, the Company shall provide employees with a minimum of **two (2)** weeks' notice of their requirement to work during any plant shutdowns, subject to customer requirements.

INTERNATION ASSOCIATION
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WORKERS LODGE 1953

MOTOR COACH
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LETTER OF UNDERSTANDING #9

Re: Contracting In Committee

The parties agree that contracting in will be a standing item at the monthly Labour Management Meeting with the purpose of reviewing the Company's activities respecting contracting in.

INTERNATION ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS LODGE 1953

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LETTER OF UNDERSTANDING #10

Re: Casual Employees

1. Prior to bringing in retired employees, employees on layoff with seniority must be recalled.
2. The Company may re-hire qualified retired unionized employees to work on a causal basis as per point 4 of this Article. These employees are not scheduled for regular hours of work as defined in Article 13.1
3. Rates of pay for retirees shall be in accordance with the Wage Rate Schedule they were at when they retired. Retirees returning for such work will not forfeit any Bridging supplements received as a retiree.
4. Retirees will not exceed more than 5% of the workforce nor work more than 300 hours in a 12 month period.
5. Retirees will only work the regular shift hours of the work required.

INTERNATION ASSOCIATION
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LETTER OF UNDERSTANDING #11

Re: Continental Shift

The parties agree to undertake a study to evaluate the merits of a continental shift.

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