
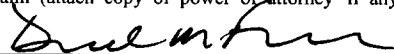


UNITED STATES BANKRUPTCY COURT <u>Eastern</u> DISTRICT OF <u>Michigan</u>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>Oxford Automotive, Inc</b>		Case Number <b>04-74377</b>
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>United Steelworkers of America, AFL-CIO, CLC</b>		<input checked="" type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent <b>David M. Fusco Schwarzwald &amp; McNair LLP 616 Penton Media Building, 1300 East Ninth Street Cleveland, OH 44114-1503 Telephone number <b>216-566-1600</b></b>		
Account or other number by which creditor identifies debtor <b>N/A</b>		Check here <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
<b>1 Basis for Claim</b> <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: <u>See attachment</u> Unpaid compensation for services performed from <u>See attachment</u> to _____ (date) (date)		
<b>2 Date debt was incurred</b> Prior to December 7, 2004		<b>3 If court judgment, date obtained</b>
<b>4 Total Amount of Claim at Time Case Filed</b> \$ _____ (unsecured) _____ (secured) <b>\$136,745.60 plus unliquidated amounts</b> (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5 Secured Claim</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		<b>7 Unsecured Priority Claim</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. See attachment. Amount entitled to priority <u>\$136,745.60 plus unliquidated amounts</u> Specify the priority of the claim: <input checked="" type="checkbox"/> Wages, salaries or commissions (up to \$4,925) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input checked="" type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input checked="" type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(1) _____ *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
<b>6 Unsecured Nonpriority Claim</b> \$ _____ <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY  <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.5em; font-weight: bold;">JAN 18 2005</div> <div style="font-size: 1.5em; font-weight: bold;">BMC</div> <div style="font-size: 0.8em;">Oxford Automotive Inc</div>  <div style="font-size: 0.6em;">00490</div>
<b>8 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
<b>9 Supporting Documents</b> Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.		
Date 1/17/05	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).  <b>David M. Fusco, Attorney</b>	

## **ATTACHMENT TO PROOF OF CLAIM**

1        Pursuant to Section 9(a) of the Labor-Management Relations Act, 29 U S C §159(a), the United Steelworkers of America, AFL-CIO, CLC (the "USWA") is the exclusive collective bargaining representative and agent of the production and maintenance employees formerly employed by Debtor Oxford Automotive, Inc (the "Debtor"), at its Masury, Ohio facility. In accordance with such status, the USWA was party with the Debtor to a Collective Bargaining Agreement, which was originally effective from May 1, 1999 to April 30, 2002, that governed the wages, hours and other terms and conditions of employment of said employees (the "CBA", a copy of which is appended hereto as Exhibit A). The term of the CBA was extended to October 31, 2003 by an agreement dated April 27, 2002 (the "Extension Agreement", a copy of which is appended hereto as Exhibit B). The USWA and the Debtor are also party to a Closing Agreement dated September 2, 2003 (a copy of which is appended hereto as Exhibit C). (The CBA, Extension Agreement and Closing Agreement are herein collectively referred to the "Agreements"). Because the USWA represents said employees of the Debtor and because it has the authority under 29 U S C §185 to enforce the Agreements, it has the authority to file this Proof of Claim on their behalf.

2        The USWA is unaware of any individual former employee of the Debtor who is represented by the USWA that has filed his or her own proof of claim. However, some former employees may have done so.

3        The individuals represented by the USWA hold claims, which are unliquidated, as described in the lettered sub-paragraphs below. These claims are made in good faith and are based on information currently available to USWA and amended proof(s) of claim will be filed as soon as such additional information becomes available.

- (a) Employee Wages And Benefits The USWA makes an unliquidated claim for any and all unpaid wages and benefits due the employees it represents, including, but not limited to, overtime, report-in pay, call-in pay, holiday pay, vacation pay, bereavement pay, jury duty pay, gain sharing benefits, shift differential, severance pay, sickness and accident insurance benefits and paid leave. In particular, the Debtor owes severance pay in the amounts indicated to the employees listed on Exhibit D hereto.
- (b) Hospitalization And Other Medical Benefits And Insurance Claims The Debtor was obligated to provide the employees represented by USWA and their dependents with medical and life insurance benefits. The USWA makes an unliquidated claim for such unpaid benefits on behalf of the individuals it represents.
- (c) Retirement Plan Obligations The USWA makes an unliquidated claim for the full amount of the contributions and related obligations due to the pension plan sponsored by the Debtor.
- (d) Health Insurance Continuation Coverage The Debtor is obligated to provide group health plan continuation coverage to qualified beneficiaries who elect to continue their group health plan coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161-1169. The USWA makes unliquidated claims for unpaid and future group health plan continuation coverage benefits on behalf of the individuals it represents.
- (e) Unresolved Grievances The USWA makes an unliquidated claim for any and all unresolved grievances, including those listed on Exhibit D hereto.

4       The USWA demands priority status for each and every one of the above claims on behalf of itself and the individuals it represents to the fullest extent permitted by law, including pursuant, but not limited, to 11 U.S.C. §§503(b)(1)(A), 507(a)(1), (3) and (4), and 1113(f).

5       The claims set forth herein are subject to further amendment.

6       Counsel for the USWA is duly authorized to sign and file this Proof of Claim.

**AGREEMENT**

**Between  
OXFORD AUTOMOTIVE**

**And The  
UNITED STEELWORKERS  
OF AMERICA  
LOCAL UNION 1618-2**

**Effective May 1, 1999**

**To  
April 30, 2002**

**EXHIBIT A**

## TABLE OF CONTENTS

	PAGE
Article I Purpose and Intent of Parties	2
Article II Recognition Union Security And Checkoff	4
Article III Wages	8
Cost of Living Allowance	8
Cost of Living Schedule	7
Article IV Hours of Work	10
Attendance Programs	14
Article V Seniority	19
Article VI Management Rights	34
Article VII Grievance Procedure	35
Article VIII Work Stoppage	44
Article IX General	44
Article X Vacations	49
Pay Scales 1996	52
Pay Scales 1997	53
Pay Scales 1998	54
Schedule "D" Benefits of Employees And Dependents	55
Article XI Safety and Health Insurance	59
Article XII Severance Pay	60
Article XIII Insurance and Pension Plan	61
Article XIV Termination	62
Leaders	7
Maintenance of Standards	62
Memorandums of Understanding	63
Shop Rules and Regulations	80

## AGREEMENT

THIS AGREEMENT dated MAY 1, 1999, is between OXFORD AUTOMOTIVE or its successors (herein referred to as the 'Company located in Masury, Ohio and the UNITED STEELWORKERS OF AMERICA AFL CIO, on behalf of LOCAL 1618 2 or its successor (hereinafter referred to as to 'Union")

The Company agrees that it will not sell convey assign or otherwise transfer any plant or significant part thereof covered by a Labor Agreement between the Company and the United Steelworkers of America that has not been permanently shut down for at least 8 months to any other party (Buyer) who intends to operate the business, unless the following conditions have been satisfied prior to the closing date of the sale

(a) The buyer shall have entered into an Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining units

(b) The Buyer shall have entered into an Agreement with the union establishing the terms and conditions of employment to be effective as of the closing date

(c) If requested by the Company the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the employees except as the parties otherwise mutually agree

The provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates or its parent company including any of its subsidiaries or affiliates nor is it intended to apply to transactions involving the sale of stock except if a plant or significant part thereof which is covered by

the Labor Agreement, is sold to a third party pursuant to a transaction involving the sale of stock of a subsidiary

Permanently shut down for 8 months' shall mean that the notice required under applicable law has been given for that for eight months following the final closure date, (1) no bargaining unit work has been performed other than tasks associated with the shutdown of the operations, (2) no improvements have been made and (3) the Company has acknowledged entitlements to and is processing and/or paying, as appropriate shutdown benefits in accordance with the Labor Agreement and applicable benefit agreements

## **ARTICLE I**

### **Purpose and Intent of Parties**

**Section 1** The purpose of the Company and the Union in entering into this labor agreement is to set forth their agreement on rates of pay hours work, and other conditions of employment so as to promote orderly and peaceful relations with the employees to achieve uninterrupted operations in the Plant, and to achieve the highest level of employee performance consistent with safety good health and sustained effort The Company and the Union encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees

The Company and the Union realize that this goal depends on more than words in a labor agreement that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both

the Company and the Union They believe also that proper attitudes are of major importance in the Plant where day to day operations and administration of this Agreement demand fairness and understanding They believe that these attitudes can be encouraged best when it is made clear that Company and Union Officials, whose duties involved negotiations of this Agreement are not anti union or anti-company but are sincerely concerned with the best interests and well being of the business and all employees

Officials respectively representing the Company and the Union will from time to time during the life of the Agreement at the request of either and the mutual convenience of both, meet to appraise their Administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal and to improve understanding between their respective representatives and among employees Such meeting shall not be for the purpose of conducting continuing collective bargaining negotiations nor in any way modify add to or detract from the provisions of this Agreement By such arrangements the parties believe that they with good will and sound purpose may best protect private enterprise and its efficiency in the interests of all, as well as the legitimate interest of their respective organizations within the framework of a democratic society in which regard for fact and fairness is essential

**Section 2** This Agreement represents a complete settlement of all matters which are or maybe the subject of collective bargaining for the duration of this contract Matters which are not specifically mentioned herein are reserved under Article VI

**Section 3** The term "employee" as used in this Agreement shall include all production and

maintenance employees and inspectors, but not exclude office clerical employees, professional employees guards and supervisors as defined in the Labor Management Relations Act of 1947 as amended

**Section 4** The Company agrees that Supervisors and other excluded personnel will not normally perform regularly scheduled work of employees coming within the jurisdiction of the bargaining unit. Nothing in this clause however, shall limit work done in instructions, incidental work of short duration or emergencies. It is also understood that it is a necessary part of the Company's operation that engineers sales personnel or field personnel whether employees of the Company or its customers work from time to time in the plant in experimentation testing, and assembling or in connection with production difficulties, and is in no way restricted by any provisions of the Agreement.

**Section 5** It shall be the continuing policy of Company and the Union that the provisions of this Agreement shall be applied equally to all employees without discrimination prohibited by any federal state, or local law.

## **ARTICLE II**

### **Recognition, Union Security and Check off**

**Section 6** The Company recognizes the Union as the sole and exclusive collective bargaining Agency for the purpose of collective bargaining, in respect to rates of pay wages, hours of work, and other conditions of employment for all of the Company's production and maintenance employees as Defined in Section 3 or Article I of this Agreement.

**Section 7** Any employee who is a member of the Union in good standing on the effective date

of this Agreement shall, as a condition of employment, maintain his/hers membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

**Section 8** Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty (30) working days after the effective date of his/hers employment acquire and maintain membership dues uniformly required of all Union members.

**Section 9** The Company for its employees who have signed check off authorization forms, shall deduct Union dues and the initiation fee of the Union and assessments, uniformly require of all Union members, as designated to the Company by the International Treasurer of the Union and promptly remit the same to the International Treasurer of the United Steelworkers of America, 5 Gateway Center, Pittsburgh, Pennsylvania 15222.

### **PAC CONTRACT CHECK-OFF CLAUSE**

- 1 The Company agrees that it will check-off and transmit to the Secretary Treasurer of the United Steelworkers of America Political Action Committee (USWA/PAC) voluntary contributions to the USWA Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWA/PAC.
- 2 The Union will be responsible for the cost of printing and distributing voluntary USWA/PAC wage deduction authorization forms. It is specifically agreed that the USWA/PAC check off plan will be implemented as follows.

A Effective May 1, 1999 the Company shall deduct, on a monthly basis voluntary contributions to the USWA/PAC from the wages of those employees represented by the United Steelworkers of America who voluntarily authorize such deductions and contributions on forms provided for that purpose by the USWA/PAC. The amount and timing of such USWA/PAC wage deductions and the transmittal of such voluntary contributions to the USWA/PAC may be as specified in such forms and in conformance with any applicable state or federal statute.

B The Company shall mail to the USWA/PAC Administrative Office (5 Gateway Center Pittsburgh PA 15222) within fifteen (15) days following the ending date of any pay period in which any deduction is made pursuant to this agreement. A report which will list the names, social security numbers, addresses and amounts of deductions for USWA/PAC contributions which have been withheld pursuant to this Agreement during and immediately preceding the payroll period.

C The Company shall remit to the Treasurer of the USWA/PAC, voluntary contributions to the USWA Political Action Fund (5 Gateway Center Pittsburgh, PA 15222) within fifteen (15) days following the ending date of each monthly basis following May 1 1999 during which a deduction has been made for USWA/PAC contributions the total amount of such contributions which have been deducted.

D The signing of such USWA/PAC check off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

E The United Steelworkers of America Political Action Committee which is connected

with the United Steelworkers of America, a labor organization and AFL CIO (Committee on Political Education (COPE)), solicits and accepts only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues funds of the Union or of the AFL CIO. Those separate and segregated funds are used for political purposes including but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

3 SOAR - The Company will implement a dues and PAC deduction program for retirees who are members of the Steelworker Organization of Active Retirees (SOAR) and who have submitted authorization for such deductions from their pensions on a form acceptable to the Company.

4 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the list, notice or assignment provisions of these understandings, or in reliance on any furnished under any of such provisions.

**Section 10** The Company shall furnish the International Treasurer of the Union each month a list of all members whom deductions have or have not been made. A copy of such list shall be furnished to the Financial Secretary of the Local Union.

**Section 11** The Union agrees to indemnify and save the Company harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken



in reliance upon individual authorization furnished to the Company by the Union or for the purpose of complying with any provisions of this article

### **ARTICLE III**

#### **Wages**

**Section 12** Wage rates and job classification shall be effective as of May 1, 1999, in accordance with Schedule "A", May 1, 2000 in accordance with Schedule "B", and May 1, 2001, in accordance with Schedule "C", which are attached hereto and made a part thereof

#### **COST OF LIVING ALLOWANCE**

**Section 13** Effective May 1, 1999 the previous Cost of Living Allowance of fifty (50) cents was rolled into the base rate of each classification

**Section 14** Any employee called to work or permitted to come to work for his/hers regular shift without having been properly notified in advance that there will be no work shall receive a minimum of four (4) hours pay at his/her then current straight time rate of pay

The Company may assign the employee to any work for which he/she is qualified, and he/she is obligated to perform such work in order to qualify under this section for Call in Pay, notwithstanding the above in case of a work stoppage power failure fire, flood government restriction labor dispute, inventory days, Acts of God or any other situation beyond reasonable control of the Company, the Company will not be liable for Call in Pay and if such situation as set forth above causing the shutdown occurs after employees have begun work but before they have completed four (4) hours of work this section shall not apply

**Section 15 LAYOFF** The Company will furnish in the week in which employees are being laidoff or recalled to work 30.0 hours of work, provided however, time lost due to employees not being available for work, strike, work stoppage, power failure, flood fire inventory days Acts of God or any other situation beyond the reasonable control of the Company shall be considered time worked for the purpose of computing 30.0 hours

**Section 16** In case of employees sustaining injuries in the plant during their scheduled working hours, and who require medical attention immediately, first aid will be furnished together with transportation if required, to the doctor or hospital and back to the plant on the day of the injury

In cases where the employee returns to work on the day of injury the Company will pay for the time lost during the employee's scheduled working hours on that day due to the injury. If the employee is sent home by the doctor or hospital the Company will pay for time lost during the employee's scheduled working hours of that day

(a) The Company will maintain adequate first aid facilities and will designate trained personnel to act as first aid people on each shift

(b) During periods which an employee is receiving Workers Compensation Benefits the Company will furnish insurance coverage for a maximum of thirty four (34) weeks effective May 1, 1999

**Section 17 Utilization of Employees** All seniority employees attaining hourly production prior to the end of their scheduled shift shall be assigned to perform work in other classifications or job duties within the Plant, as directed

by Management, in completing his/her entire shift

Production employees will be required to utilize various measuring devices, checking fixtures and document records to the findings in accordance with the Statistical Process Control Program

**Section 18** Employees working on afternoon shift will be paid a shift premium of twenty cents ( 20 ) per hour Employees working on a midnight shift will be paid a shift premium of thirty cents ( 30) per hour

**Section 19** When an employee is demoted from a classification, they will be placed in their former classification not later than the end of the week in which they were demoted When a reduction in force takes place and an employee is required to take a lower paying job the rate for said lower paying job will be effective the first day of the following pay period

#### ARTICLE IV

##### Hours of Work

**Section 20** Four 10 Hour Day Work Week

This proposal replaces the standard five day eight hours per day forty hour week with a four day ten hours per day forty-hour week Overtime hours are paid at one and one half for hours over the normal day or beyond the normal week

Shift hours would be

Shift 1 6 00 AM to 4 30 PM

Shift 2 4 30 PM to 3 00 AM

Each shift would consist of three crews rotating for six ten hour days each week, where all employees work four ten-hour days The crews rotate schedules from Mon Tue-Wed Thurs to Wed Thurs Fri-Sat to Mon Tue Fri, Sat which

permits three days off each of the first two weeks three days (two/one split) the third week and five days off on the fourth weekend The crews are made up of employees from the various classifications in the same general ratios as a normal shift The two crews combine to form a full shift each day however the composition of the shifts changes according to the rotation schedule

An example for Shift 1 would be as follows

Three crews — A1, B1 C1

Week one

Mon	Tue	Wed	Thurs	Fri	Sat	Sun
A	A	A	A	B	B	x
C	C	B	B	C	C	x

Week two

C	C	C	C	B	B	x
B	B	A	A	A	A	x

Week three

A	A	C	C	C	C	x
B	B	B	B	A	A	x

Shift 2 would have three similar crews working the same schedule as shift one—A2, B2, C2 (Note some maintenance employees may work a staggered shift to take advantage of the gap between shifts, but would still work a basic four day week and belong to a regular crew)

**Breaks** Day turn will have a 15 minute paid morning break a 1/2 hour unpaid lunch and a final 15 minute paid afternoon break If employee volunteers for anything over ten hours they will get an additional 10 min paid break prior to or after their regular scheduled shift

Afternoon shift will have a 15 minute paid early evening break a 1/2 hour unpaid lunch and a

final paid 15-min break after midnight. If employee volunteers for anything over ten hours they will get an additional 10 minute paid break prior to or after their regular scheduled shift.

Management reserves the right to stagger breaks.

**Overtime** All overtime is voluntary. Work over ten hours per day would be considered overtime and additional days worked beyond those scheduled would be considered overtime days. Employees would be able to volunteer for overtime outside their scheduled four days. Vacation days and holidays are considered days worked for the purpose of determining eligibility for premium pay. Those exclusions listed in the attendance policy i.e. Union Business, Military Duty, Bereavement or Court appearances will also be counted as days worked. Volunteers who had completed their weekly schedule and who desire additional work could do vacation fill-ins, absence fill-ins, and project work. All overtime worked outside the employees scheduled days would be allocated on a voluntary basis to employees who have signified their desire to work beyond their normal shift or during their scheduled days off. Overtime will be awarded on a rotation basis to employees who have signed up prior to the overtime work becoming available. This does not preclude the possibility that employees may still volunteer for short notice overtime for which they have not previously signed up. Such overtime will be awarded on a seniority basis. It is the responsibility of the employee to declare himself or herself eligible for overtime by signing up beforehand.

**Holidays** Holidays will be paid at (10) hours of straight time pay for each holiday that an employee is eligible. Employees are required to

work their scheduled day before and their scheduled day after a holiday to be eligible. Employees would be paid for those holidays which occur during their normal work schedule.

**Example** If a holiday occurred on Friday only the crews scheduled to work that holiday would be paid for the holiday. The crew which worked Monday-Thursday that week would have the holiday off but would not receive holiday pay. In this way all employees would receive the same number of holidays, but not the same exact ones. When necessary to work a holiday, it is understood that holidays are strictly voluntary. The work will be allocated on the basis of seniority among those employees who have indicated their availability to work at two and a half times regular rate of pay for all hours worked.

**Sundays** When necessary to work Sunday, the work will be allocated on the basis of rotation among those who have signed up for the day. However, Sunday will be voluntary and will be paid at two times the regular rate of pay for all hours worked. It is understood that in all cases where a forty hour five-day week is presently in effect, conversion will be made to a forty hour four-day week. A week is considered the employee's scheduled week based on their current crew assignments.

**Crews** Crew assignments may change based on changes in personnel such as bidding, recall, layoffs, termination, shift preference. Seniority shall be the governing factor in all changes.

In the event the Company elects to modify the four day week or return to a five day week the terms and conditions of the change must be agreed to by the Union.

## **ATTENDANCE PROGRAM**

### **Section 21 ABSENCE OCCURRENCES**

For each partial day absence, up to five hours the employee will be charged with one half occurrence of absence. For each partial day over five hours or each full day absence, or a consecutive absence up to (but not including) three days, the employee will be charged with a single occurrence of absence.

Absence of three consecutive days or more is considered a medical leave and requires validation from a physician that the employee was diagnosed as unfit for work. Medical leaves of absence should be applied for in advance when this is possible. All medical leaves will be documented on a form supplied by the company for this purpose. Medical leave form must be submitted by fax, mail or in person no later than the fourth day of the leave. Medical leaves are charged as a single occurrence regardless of length provided the absence is continuous.

### **CORRECTIVE ACTIONS**

If an employee accumulates absence occurrences in excess of the following they will be subject to penalties up to and including discharge:

More than (3) occurrences in a three month period or

More than (4) occurrences in a six month period or

More than (5) occurrences in a nine month period or

(6) Occurrences within one year

First disciplinary action is a consultation with the employee's supervisor and Union Representative.

Second disciplinary action is a suspension of three days without pay.

Third disciplinary action is a suspension of one week without pay.

Fourth disciplinary action is discharge.

### **REWARDS FOR GOOD ATTENDANCE**

Accumulated absence occurrences will be reduced by one occurrence for each thirty calendar day period of perfect attendance. Perfect attendance is defined as working all scheduled hours without absence of any kind.

Employees who have no accumulated occurrences will receive credit for thirty calendar day periods of perfect attendance which may be banked up to a total of six (6). Employees who work thirty calendar days with perfect attendance and already have six credits are eligible for an attendance bonus. An attendance bonus will consist of a \$100 Series E savings bond for each perfect attendance credit awarded on a quarterly basis. In the event that Oxford Automotive becomes a publicly traded company during the life of this contract the employee will have the option of an award of Oxford Automotive common stock at equivalent value.

### **EXCEPTIONS**

Certain absences are excluded from the program because they are not subject to interpretation, are easily documented, and/or represent unusual hardship to the employee. These are: Military duty, death in the immediate family, jury duty or a court summons for reasons over which the employee has no control (i.e. employee is not a defendant in a misdemeanor case), work related injury, vacation, leave of absence under FMLA, Union Business (validated by the Local President or

Shop Committee Chairperson)

Although excluded from the program as absence occurrences these absences do not qualify toward the achievement of perfect attendance during a period in which they occur. However these absences will be considered a pause for the calculation of perfect attendance. Example: If an employee had twelve days perfect attendance prior to an exempted absence, they only need eighteen more days of perfect attendance to qualify for a 30 calendar day attendance credit.

Employees may utilize available vacation time, up to a maximum of four (4) days, to avoid being charged with an absence occurrence provided the absence was reported prior to the beginning of their scheduled shift but not sooner than forty eight hours before the absence. This option is not available on the day before or the day after a holiday or as an extension to an employee's vacation. All use of vacation time to avoid occurrences will be in whole day increments — hence a whole day must be used to avoid being charged even for a half day absence.

The failure to report an absence or lateness prior to the shift will be charged as one half occurrence.

#### **Section 22 Paid Holidays**

A The following days shall be considered as paid Holidays

**1999** May 31 (Memorial Day/Monday)  
July 5 (Fourth of July/Monday)  
September 6 (Labor Day/Monday)  
November 25, 26, 29  
(Thanksgiving/Thursday and Friday)  
and the Monday following Thanksgiving  
December 24, 25, 27, 28, 29, 31

**2000** January 1 (New Year's Day/Saturday)  
January 17  
(Martin Luther King/Monday)  
April 21 (Good Friday)  
May 29 (Memorial Day/Monday)  
July 4 (Independence Day/Tuesday)  
September 4 (Labor Day/Monday)  
November 23, 24  
(Thanksgiving/Thursday and Friday)  
December 25, 26, 27, 28, 29, 30

**2001** January 1 (New Year's Day/Monday)  
January 15  
(Martin Luther King/ Monday)  
April 13 (Good Friday)  
May 28 (Memorial Day/Monday)  
July 4 (Independence Day/Wednesday)  
September 3 (Labor Day/Monday)  
November 22 and 23  
(Thanksgiving/Thursday and Friday)  
December 24, 25, 26, 27, 28, 31

**2002** January 1 (New Year's Day/Tuesday)  
January 21  
(Martin Luther King/ Monday)  
March 29 (Good Friday)

B The following rules shall determine eligibility for a paid Holiday

An employee must have completed his/her probationary period and have acquired and retained seniority as of the Holiday.

An employee must work the full schedule of both the scheduled work day immediately preceding and the scheduled work day immediately following the Holiday. Justifiable tardiness in reporting for work less than two (2) hours late shall not disqualify under this section.

An employee who is absent from work for any of the following reasons, which Absence originated in the work week in which one of the above Holidays falls, shall not be disqualified.

for Holiday pay but such exception shall be limited to that Holiday only

Personal illness or injury providing it is supported by a personal physician's statement including dates of disability and diagnosis Injury in the plant which is covered by Worker's Compensation

(c) Any employee laid off or recalled within a one (1) week period prior to or following a Holiday will receive Holiday pay for any Holiday occurring during this period of time

(d) Military leave of absence

(e) Employees requesting time off from scheduled work will be granted up to three (3) days paid leave of absence to attend the funeral of their current spouse, child, brother, sister, mother, father, mother in law, father in law, grandmother, or grandfather, stepmother, step father, stepchildren, stepbrother, stepsister and grandchildren. These shall constitute the sole exceptions where absence from work is not disqualifying. An employee on personal leave of absence shall not be eligible for Holiday pay.

(f) Holiday during scheduled vacation. A paid Holiday occurring during a scheduled vacation will be paid to an otherwise eligible employee, providing the employee work his/her full scheduled working day immediately prior to and immediately following his/her vacation period.

(g) Pay for Holidays. An employee eligible for Holiday pay shall receive ten (10) hours pay at the employee's regular straight-time hourly rate, exclusive of shift premium. Employees who have accepted a Holiday work assignment and then fail to report for and perform such work shall not receive Holiday pay. Holidays will be worked on a voluntary basis only by seniority.

(h) Pay for Holidays worked. An employee who works on the above mentioned Holidays shall be paid at 2 1/2 times the normal hourly rate of pay for all hours worked.

(i) Holiday falling on Sunday. Any of the paid Holidays falling on a Sunday shall be observed on the Monday following.

**Section 23** Individual changes necessary to meet production requirements when an employee volunteers to come in early. In such cases, the employee will not be sent home prior to the end of his/her regular shift when his/her job classification continues to operate the regular shift. This shall not apply however, to regularly established shifts, which begin before or after the general shift starting time.

Classifications of Group (2) excluded in the provision of paragraph (a) shall distribute daily overtime on a rotation basis. In the event the Company is unable to obtain the required employees for daily overtime in the classification, the Company will accept qualified volunteers outside the classification by seniority.

Equalization of overtime between shifts is not obtainable on weekday and/or weekends.

**Section 24** The Company will provide two (2) 15-min paid breaks per day for a regular ten (10) hour shift, however, when employees volunteer to work over ten (10) hours they will get an additional ten (10) minute paid break prior to or after their regular scheduled shift.

## ARTICLE V

### Seniority

**Section 25** Employees shall be regarded as probationary employees for the first ninety (90) working days of their employment. After ninety (90) working days have been accumulated

employees will be placed on a seniority list and shall then be awarded a retroactive seniority date to his/her date of hire

Employees that have completed ninety (90) working days before or after the effective date of this agreement shall be entitled to insurance benefits on the first of the month following his/her completion of ninety (90) working days. Also, after the ninety (90) working days employees shall be entitled to all contractual benefits. During this period of probationary employment such employees may be transferred, laid off or terminated as exclusively determined by the Company.

A work day shall be defined as the employee working a minimum of five (5) hours.

New hires employed on the same day are issued the next (lowest) clock number in order of their return from completing a pre-employment physical. Even though more than one employee as the same date of hire, the employee with the lowest clock number has the greatest seniority in the event of a layoff, etc.

Probationary employees hourly rate (wages) shall be three dollars (\$3.00) per hour below the hourly rates during their probationary period.

**Section 26** Seniority is defined as length of service with Oxford Automotive at the Masury, Ohio Plant and shall be applied only as specifically set forth in this Agreement. Seniority lists shall be established by the Company and shall be posted on a Bulletin Board in the plants. The seniority lists shall include job classifications and be brought up to date every three (3) months and a copy given to the Chairperson of the Grievance Committee.

**Section 27** In case of layoff or recall, where skill and ability are equal among employees involved, seniority shall govern provided how-

ever no employee shall have the right to exercise seniority for a layoff of one (1) day or less.

Employees in the bargaining unit are divided into three groups as specifically set forth in the following groups:

Employees who are upgraded from Group 2 to Group 1 shall have seniority from the date of entry in the classification transferred to, effective April 17, 1972.

**Group 1** Electrician and Mechanical Maintenance, Die Setter and Major Repairs, Maintenance Helper, Die Setter Helper and Group Leaders-Skilled.

**Section 28** Group 2 Press operator, Crane operator, Set up & operate a Blanker, Inspector, Lab Technician (Lift Truck operator to include Scale Operator), Stick welder, Storeroom Attendant and Set up and Operate-Hand Feed. Seniority employees assigned to Robotic Welders or General Labor's duties shall be classified as a Press Operator.

#### **Section 29** Skilled Trades

This proposal addresses the need to create an immediate Journey level skilled trade capability in the areas of Die Repair, Machine Repair, and Electrical Repair.

We propose to create a Die Repair position which requires a Journeyman card with at least four years of Journey level experience or eight years of proven Journeyman level experience working as a die repairman on stamping dies. The position requires the ability to evaluate, diagnose and troubleshoot die problems, restore die conditions to plant standards, repair and replace individual die details, make details from scratch as needed, use of precision hand tools and machinery as needed, ability to order replacement parts, and supervise the same activities as conducted by apprentice repair.

men A successful applicant would be able to read blueprints and pass a blueprint reading test, a written test for Journeyman Die Repair and perform a practical test to acceptable standards of time and precision

(Practical tests consist of performing representative task(s) to instructions or blueprints within acceptable time limits and to toleranced dimensions as confirmed by CMM evaluation)

In addition to the Journeyman level position, a Die Repair Apprenticeship would be established to Department of Labor and Ohio State Apprenticeship Council guidelines with a single educational source Provision would be made for a one to one ratio of Journeymen to Apprentices during the first year of the program a two to one ratio during the second year, a three-to-one ratio during the fourth year and a four to-one ratio during the fourth year Successful applicants for Apprenticeship positions would pass a written test for aptitude and knowledge maintain an attendance record of no more than 4 occurrences and be able to work either shift and attend school with required work schedules Failure to maintain attendance at work or school would result in probation from the program Failure to maintain a C+ grade average in school would also be cause for probation Probation that is not remedied in one semester would result in being dropped from the program Apprentices would have seniority within the Apprentice group only without ability to bump or displace Journeymen employees

We propose a Journeyman level position for Machine Repair which requires a Journeyman Card and four years minimum experience as a Journeyman, or eight total years documented experience at Journeyman level work The position requires the ability to evaluate diagnose and troubleshoot disassemble and

reassemble, read schematics and diagrams inspect and repair electromechanical and hydraulic machinery such as presses spindles, drills, automation etc as well as supervising Apprentice helpers The position requires the understanding of machine operation, power transmission, and fluid and pneumatic power delivery systems Applicant must have sufficient working knowledge of electrical controls to be able to isolate and troubleshoot automated systems The successful applicant must pass a written and practical test to acceptable standards of quality and time Apprenticeship to follow the same general guidelines as the Die Repair Apprenticeship Ratio of Journeyman to Apprentices to be one to one for the first year two to one for the second year three to one for the third year, and four to one for the fourth year

We propose a Journeyman Electrician position which requires an approved Journeyman card and four years Journey level experience or eight total years of proven Journey level work experience Successful applicant would be required to pass a written test for Electrical Journeymen and a practical test to verify ability to diagnose and troubleshoot electrical problems and perform electrical repairs and installations Position requires the ability to diagnose and troubleshoot electrical and electrical control problems read electrical and electrical control schematics or diagrams identify and replace electrical and electronic components and devices such as motors, relays circuits solenoids, heaters, etc and ability to supervise Apprentices performing the same work

Apprenticeship to follow the same guidelines as Die Repair Apprenticeship Ratio of Journeyman to Apprentices would be one to one during the first year and two to one thereafter



## GENERAL

All personal tools and toolboxes would be provided by the Company and issued to each Skilled Trades employee based on their status in the program. Each employee would be required to maintain the tools in acceptable condition and not to remove them from the plant at any time or for any reason. No personal tools would be allowed inside the plant at any time or for any reason.

Overtime would be equalized within the Journeyman department but Apprentices would be awarded overtime based on their status within the Apprenticeship program — i.e. 1st, 2nd, 3rd or 4th year.

## APPRENTICESHIP COMMITTEE

There will be a joint committee of management and union members consisting of (3) Journeyman and (3) Management designated representatives. Their responsibility will be to review the program on a regular basis. They will have the power to evaluate the credentials of apprentice applicants and verify that the apprentice is in compliance with all work and school requirements, as well as making recommendations for improvements in the educational curriculum, training sources and other guidelines. The committee will not have power to alter the program or propose changes, which would violate the Department of Labor standards for the program. Members shall serve terms of one year duration; however, there is no limitation on serving consecutive terms. The Journeyman representatives shall be chosen by the employees within the classification and will elect a chairperson and a secretary. When a Management member is a chairperson, the secretary shall be a Union member, or vice versa. The committee will meet as needed.

to perform the duties listed in the charter.

## WAGES AND APPRENTICE

### REQUIREMENTS

Remove Electrical and Mechanical Maintenance from Group (1) and create a separate classification which will also include Die Repair and will be understood as Skilled Trades based on all traditional Recognition of four-year Journey status and appropriate Apprentices program. Holders of journeyman status in skilled trades are recognized as possessing credentials that meet state or national standards and therefore have applicability beyond a particular plant or location. New hires are therefore subject to a normal ninety-day probationary period during which these credentials are and capabilities are validated; however, the hire-in rate for new employees will not have a \$3.00 lower step as in the Group (2) and Group (1) classifications.

All current in-classification employees will be tested for Journey level status prior to hiring outside Journeymen; however, the hiring of Journeymen will not be delayed to allow a current employee to achieve Journey status.

All current employees who do not hold a valid Journeyman card will enter the program as apprentices based on a point system to determine their relative apprentice level. The point system will include years worked in areas of the trade and training equivalent to required apprentice schooling for the trade. No one without a Journeyman card will be entered above the start of the fourth year level. Each Journeyman will attend at least 144 hours of school per year and must have an equivalent of at least 7.434 on the job hours in the apprentice classification in order to graduate to

Journeyman status The total of class and on-the-job training can not be less than 8 000 hours

Apprentices shall be paid at 75% of Journeyman rate the first year

Apprentices shall be paid at 80% of Journeyman rate the second year

Apprentices shall be paid at 85% of Journeyman rate the third year

Apprentices shall be paid at 90% of Journeyman rate the fourth year

These rates shall apply during the first four years only, after which the rate for apprentices shall be 60% 70% 80% and 90%

Journeyman rate for Die repair is proposed at \$17 00 beginning May 1 1999

Journeyman rate for Machine repair is proposed at \$16 00 beginning May 1, 1999

Journeyman rate for electrical repair is proposed at \$17 00 beginning May 1, 1999

Apprenticeship testing will be standard apprentice tests conducted by the training source selected by the Company Successful bidders must have achieved a passing grade on the first test attempt

#### SENIORITY

The attainment of seniority within skilled trades will be based upon entry into the program either as an Apprentice or Journeyman At the time an apprentice attains Journeyman status his departmental seniority will be acquired seniority within the skilled trades program For example if the Apprentice has a date of entry into the his or her apprenticeship prior to the date of hire or graduation of a journeyman their full seniority in the program will be recognized

This only applies to employees on the employment roster at the date this agreement takes effect

There will be no phase out of the Die Setter classification

**Section 30 Layoffs** In the event of a reduction in force, the Company shall mutually agree as to those employees that shall be laid off, keeping in mind principal of the youngest seniority employee to be laid off first, provided however that those employees who shall be retained shall have the skills and ability to perform the work of the employees being displaced

**Section 31 Recalls** Employees will be recalled in the reverse order of layoff as work is available provided the employees have the ability and skill to do all work necessary

**Section 32 Seniority** shall be lost if any employee

(a) Quits

(b) Is discharged for proper cause

(c) Is absent for four (4) consecutive working days without notifying the Company with acceptable documentation by way of fax mail or in person

(d) Is laid off for lack of work for a continuous period of twenty four (24) months

(e) Fails upon notice by the Company to report for work within three (3) working days of receipt of such notice unless he/she reports within five (5) days after receipt or notice and a reason acceptable to the Company and the Union is given for his/her failure to report within the three (3) day period

(f) Gives false information in obtaining any leave of absence or overstay any leave of absence he/she requests and obtains an

extension thereof in writing or obtains employment while on leave of absence

(g) Leaves the premises during working hours for any reason without prior approval of his/her supervisor

(h) Falsifies employment application

(i) Bargaining unit employees who are transferred to a supervisory position shall forfeit any return rights to the bargaining unit

**Section 33** One (1) Local Union Officer and one (1) Grievance Committee person shall have top seniority for layoff purposes only provided he/she can do the work available. The names of said officer and grievance committee person shall be submitted to the Company by the Local Union. Such list shall be kept up to date as to proper additions and deletions. The Company agrees to schedule the chairperson of the committee on the day shift if requested to do so.

**Section 34** Employee(s) shall be required to furnish his/her correct address and correct phone number to the Company.

**Section 35** Notification to employees by certified mail, telegram or telephone delivered to the last address or if a telephone call to the last telephone number as furnished to the Company shall be considered as proper notice. A copy of the written notice will be furnished to the Chairperson of the Grievance Committee. Company records pertaining to the Collective Bargaining Agreement for administration purposes will be available for review by the Union.

**Section 36** Documented vacancies of one week duration or more shall be filled 1. Most senior cut back regardless of shift. 2. A permanent classified employee that chooses to exercise shift preference and transfer to shift with such vacancy. 3. Temporaries on such shift.

**Job Bidding** When a new job classification or permanent vacancy is created, the employer shall post a plant wide bid within three days with time and date of posting that is open for employees' signing for a period of seven working days.

Company must select a bidder within ten (10) calendar days after seven (7) day posting period. If a bid requires testing, the Company shall have ten (10) calendar days to select and award a bidder from the date of testing. If the Company fails to do so, the bid becomes null and void and the ninety (90) day active period does not apply. When selection is made within the ten (10) working day selection period, the selected choice will be posted by the Company for plant employees to view, with date of seniority and clock number.

Employees bidding in Group (1) and/or Group (2) that have no more than two (2) written discipline warnings on record in a twelve (12) month rotating period will be selected based on qualification, education, test results (a minimum of 70% passing grade), skill, and ability. When the qualifying factors are equal as determined by the Company, seniority then shall prevail in the transfer of employee(s) to such classification.

Employees in Group (1) and Skilled Trades will be selected by seniority provided they have a passing grade as determined by the training schools criteria and agree to attend a training school paid by the Company, complete the full program and pass the school testing. Company will absorb the cost of testing.

Employees in Group (2) will be selected by seniority provided they have a 70% passing grade when testing is required. The employees being awarded the job bid shall have up to thirty (30) working days in classification of crane operator, lift truck operator and stick welder or

sixty (60) working days in classification of set up and operate lab technician and inspection set-up and operate—hand feed store room attendant to demonstrate his/her qualifications to perform the new job. However, this does not preclude the Company from disqualifying the employee prior to expiration of the thirty (30) working day or sixty (60) working day period based on unsatisfactory work performance as determined by the Company. The Company shall provide written documentation with justification of the disqualification to the Union.

The Company will issue a one (1) week notification to interested bidders for in-plant testing with a Union Representative present at testing and grading. A standard grade system will be used. Upon completion of testing, bidders will have right to review their test. Employees in Group (2) shall be required to remain in the classification for a period of ninety (90) working days following the thirty (30) or sixty (60) working day period regardless of his/her shift assignment.

Upon the employee's satisfactory completion of the schooling and training with Group (1) or Group (2), he/she shall be awarded a seniority date retroactive to the date he/she was awarded job bid.

When an employee obtains a job bid in a Group (1), Group (2) or Group (3) classification and the employee decides within the thirty (30) or sixty (60) working day period not to remain on the job, he/she shall be returned to his/her previous classification in accordance with seniority and will not be permitted to bid for that specific classification for a period of twelve (12) months.

Seniority employees that are awarded two (2) separate job bids and either voluntarily forfeit or become disqualified from the positions shall be prohibited from bidding on any other positions

during the contract year.

Seniority employees absent during the job posting period shall have the right to review the postings within two (2) working days following their return to work and if interested sign active job bids for consideration in awarding the applicant the job classification. The Company shall have up to five (5) working days to consider the subsequent bidder and to award the returning employee the position provided he/she meets the provisions of the bidding procedure.

Job bids will remain active for a period of ninety (90) calendar days from the date of posting in selecting additional employee(s) for vacancies that occur during that time period.

A copy of each completed bid sheet shall be given to the Chairperson or the Grievance Committee Chairman. Group (2) qualified employees can voluntarily forfeit their position by submitting documentation in writing to the company. The employee will then return to press operator forming only after a replacement has been trained and qualified. Group (1) and Group (3) employees may voluntarily forfeit due to documented and agreed hardship only.

**Section 37** Temporary fill in. The Company shall post the bid as "Temporary Fill In" position accepted from press operator classification only. The posting shall have the rate of pay and classification. Also, the employee must have the seniority to hold the shift. The rate of pay shall be the same as the classification the temporary fill in is working in.

Temporaries can only fill in on the shift they are presently on. If they choose to bump to another shift, their temporary status will fall according to seniority.

In the event that all classified positions are

full and the Company decides to use a temporary fill-in the Company shall post a bid for a permanent position in that classification or show justification to a committee person for that day Any full time permanent position that may open up the company shall post a bid for that position not to be affected by the temporary fill in classification

Any documented absence of one week or longer, all available cut backs must fill in according to seniority regardless of shift, before a temporary is used

Any daily or weekend overtime will be given on a voluntary basis to all permanent classification employees first In the event there are still insufficient volunteers then temporaries may volunteer and be awarded overtime

The bidding procedure and any language not covered in this agreement shall fall under the Collective Bargaining Agreement Problems that may arise thereafter shall be agreed upon with both the Company and the Union

**Section 38** The Union recognizes the necessity of and agrees to the distribution of necessary experienced help through various shifts, irrespective of seniority Employees may be selected by the Employer to work temporarily on other shifts but shall be returned to their proper shift when other employees have been trained to do their work The term "temporarily" as used in this Section means a period of not more than twenty (20) days This period may be extended by agreement between the Employer and the Union Committee

An employee shall be permitted to use his/her seniority to exercise shift preference by displacing an employee with less seniority in the same job classification and department on another shift thereafter an employee may exercise

his/her shift preference not more often than at six (6) month intervals or until an employee is transferred by the Employer

### **Section 39** Leave of Absence

(a) The Company may grant a leave of absence without pay to any employee up to thirty (30) calendar days with accrual of seniority for reasons acceptable to the company

(b) A leave of absence for illness or injury supported by a doctor's certificate, will be granted for an initial period of six (6) month basis thereafter up to a maximum of two (2) years unless mutually extended Seniority employees shall be entitled to benefits as set forth under the terms and provisions of the Insurance Plan

(c) In case of injuries compensable under Workmen's Compensation an automatic leave of absence will be granted for a maximum of two (2) years

(d) Employees requesting time off from scheduled work will be granted up to three (3) days paid leave of absence to attend the funeral of their current spouse child brother, sister mother, father mother in law father in law grandmother or grandfather stepmother stepfather stepchildren stepbrother, stepsister and grandchildren

(e) A paid jury duty leave of up to fourteen (14) days to cover scheduled time lost will be granted to employees regularly selected for jury duty provided the employee reports his selection as far in advance of the requested leave as possible and supplies proof of jury service for all time requested Pay for time lost shall be calculated at the employee's then current straight time rate of pay less jury pay received

(f) Employees who have been employed

for at least one year, and for at least 1,250 hours during the preceding 12 month period are eligible for family and medical leave under the Family Medical Leave Act. Maximum leave is 12 weeks and using accrued paid or unpaid leave is optional per the employee.

#### **MILITARY LEAVE OF ABSENCE**

**Section 40** All employees who enlist or who have enlisted in the Armed Forces or Maritime Service of the United States of America or its allies during wartime or who are or who have been called for duty under the Universal Military Training and Service Act of the United States of America shall have leave during which period of their leave their seniority will continue to accumulate. Such employee returning from service or from hospitalization as a result of such service in the Armed Forces or Maritime Service of the United States of America shall present proof of honorable discharge within ninety (90) days of the completion of said service or hospitalization and shall be re-employed by the Company at work to which their seniority applied as set forth in Section 30 above.

#### **ARTICLE VI**

##### **Management Rights**

**Section 41** Except as otherwise specifically provided in this Agreement the Company retains exclusively all the customary and normal functions of management including but not limited to, the rights to hire, transfers, promote, suspend or discharge employees, to establish rules to relieve employees from work because of lack of work and to maintain discipline and efficiency of employees provided that this will not be used for the purpose of discriminating against any member of the Union. Rules

which are established unilaterally by the Company are subject to grievance procedure.

**Section 42** The Company shall be the exclusive judge and have the exclusive rights of all matters pertaining to the products to be manufactured, the location of the plant or its operations, production and the schedules, the methods and facilities and to change existing methods and facilities. It is agreed that the taking of inventory including the means, methods and personnel to be used is a management accounting function reserved solely and exclusively to management provided however, laborers' jobs during inventory shall be posted and filled by seniority.

The number of employees required by the Company to complete inventory work will be scheduled in accordance with their seniority from among those employees who volunteer to work the inventory period. In the event there are insufficient volunteers, the Company will schedule the employees with the least plant seniority who would be scheduled for that day who are qualified to perform the work.

#### **ARTICLE VII**

##### **Grievance Procedure**

**Section 43** Difference(s) that arise between the Company and the Union or its members employed by the Company as to the meaning and application of the provisions of this Agreement there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

**Step 1** Any employee who believes he/she has a grievance may discuss it with his/her committee person being present in an attempt to settle same. The supervisor shall render his/her

decision within twenty four (24) hours (excluding Saturdays, Sundays, and Holidays) If an appeal from Step 1 is not filed within five (5) days (excluding Saturdays, Sundays and Holidays) after the supervisor's decision the matter shall be considered settled

If an employee desires the committee person present he/she shall request the supervisor to call the committee person and the supervisor will arrange to secure the release of the proper committee person

If the employee is dissatisfied with the supervisor's decision, he/she may reduce the grievance to writing with the date and his/her name on the standard form for submission of grievance and have it presented to his/her supervisor by his/her area committee person. The supervisor shall, within twenty-four (24) hours, endorse a statement of his/her decision upon three (3) copies of the grievance form sign and date same and return two (2) copies to a member or members of the Grievance Committee

**Step 2** A grievance so reduced to writing may be presented to the Operations Manager and his/her representatives within five (5) days (excluding Saturdays, Sundays and Holidays) after the supervisor's written statement of his/her decision as specified herein by the Grievance Committee and if not so presented within such five (5) day period shall be considered settled

A grievance so presented shall be discussed at a meeting to be arranged at a mutually satisfactory time between the Grievance Committee and the Operations Manager and his/her representative within (5) working days such meeting to be one hour before regular shift quitting time necessary time spent up to one hour in such meeting by the Committee prior to

the end of the regular shift shall be paid by the Company at straight time If the Company agrees to meet at some other time during normal working hours the Company shall pay for necessary time spent by the Committee in such meeting up to one hour at straight time

An unsettled grievance issue under Step (2) may proceed to Step (3) of the grievance procedure

**Step 3** If a grievance is not settled under Step 2 the grievance may then be considered at a meeting to be arranged at a mutually satisfactory time between the Plant Manager and /or his/her representatives and a representative of the International Union, who shall discuss the matter in an attempt to effect a settlement Such meeting shall be requested not later than twenty five (25) calendar days (excluding Saturdays, Sundays, and Holidays) after the meeting required in Step 2 otherwise, the grievance shall be considered settled

**Step 4a** Either party may request the assistance of a state mediator or the Federal Mediation and Conciliation Service to settle a dispute If mutually agreed to by the Company and Union, the decision of the mediator shall be final and binding on both parties However if agreement cannot be reached under Step 4 the parties will then proceed to arbitration

**Step 4b** Notwithstanding any other provisions of this Agreement the following expedited arbitration is hereby adopted The expedited arbitration procedure is designed to provide prompt and efficient handling of routine grievances

- 1 Where grievances concerning written reprimands or suspensions of five (5) days or less are to be arbitrated they shall be arbitrated in the Expedited Arbitration

Procedure unless appropriate representatives of the parties agree that such a grievance should be arbitrated in the regular arbitration procedure provided however that where grievances concerning any discipline involving concerted activity or multiple grievances arising from the same event are to be arbitrated they shall be arbitrated in the regular grievance procedure

- 2 Where grievances concerning suspension of more than five (5) days or discharge are to be arbitrated they shall be arbitrated in the regular arbitration procedure
- 3 Notwithstanding the foregoing appropriate representatives of the parties may agree that grievances concerning suspensions of more than five (5) days or discharge may be arbitrated in the Expedited Arbitration Procedure
- 4 The Expedited Arbitration Procedure shall be implemented at each plant with due regards to the following

a) The Local Union shall appeal the grievance under this Expedited Arbitration Procedure after receiving the Step 2 answer, provided however that either party within three (3) normal working days after the Step 2 answer may request a meeting with the Manufacturing Manager Administrative Assistant, Human Resource and /or his representative along with the Local Union President, Unit Chairperson, and Grievanceman involved in an effort to resolve the grievance before arbitration Within two (2) normal working days after such meeting if the grievance is unresolved, the Local Union shall appeal the grievance to an arbitrator under this Expedited Arbitration Procedure

b) As soon as it is determined that a grievance is to be processed under this procedure the local parties shall, within fifteen (15) days (excluding Saturdays Sundays, and Holidays) from the written appeal to arbitration, notify the designated Arbitrator from a mutually agreed Panel of Arbitrators The designated Arbitrator is that member of the Panel who pursuant to a rotation system is scheduled for the next arbitration hearing Immediately upon such notification, the designated Arbitrator shall arrange a place and date for the hearing to take place not more than ten (10) days thereafter If the designated Arbitrator is not available to conduct a hearing within the ten (10) days, the next Panel members in rotation shall be notified until an available Arbitrator is obtained Those called but not available shall not be called again until the names come back pursuant to the rotation system The appeal shall include the date, time and place for the hearing Thereafter, the Rules of Procedure for Expedited Arbitration shall apply

5 The hearing shall be conducted in accordance with the following

- a The hearing shall be informal
- b No briefs shall be filed or transcripts made
- c There shall be no formal evidence rules
- d Each party's case shall be presented by a previously designated local representative The designated local representative shall be the Administrative Assistant Human Resources Manager, Manufacturing Manager or Foreman for the Company and the Local Union President, Chairman of the Grievance Committee, Unit Chairperson or Grievance Committee persons for the Union

e The Arbitrator shall have the obligation of assuring that all necessary facts and consid-



erations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

f. If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred to the Third Step and it shall be processed as though appealed on such date.

6. The Arbitrator shall issue a decision no later than 48 hours after the conclusion of the hearing (excluding Saturdays, Sundays and Holidays). His decision shall be based on the records developed by the parties before and at the hearing and shall include a brief written explanation of the basis for his conclusion. These decisions shall not be cited as a precedent in any discussions at any step of the grievance or arbitration procedure. The authority of the Arbitrator shall be the same as that provided in the grievance and arbitration section of the applicable agreement.
7. Each party shall pay its own expense, with the Company and the Union sharing equally the expense and compensation of the Arbitrator.
8. The parties have agreed that policy grievances shall be arbitrated under this procedure. Examples of matters which both parties would regard as routine:
  - a. Qualification for holiday pay
  - b. Removal from job inability to advance
  - c. Improper layoff on cutback or recall
  - d. Improper assignment of overtime
  - e. Safety - on an individual basis
  - f. Reporting pay
  - g. Prior related experience

- h. Ability on job performance
- i. Non bargaining unit employee performing bargaining unit work
- j. Individual cases of temporary transfers
- k. Local memorandums interpretation and application
- l. Matters pertaining to jury duty and funeral allowance

The parties have agreed to use the following list of Arbitrators:

1. Matthew M. Franckiewicz Esq.
2. Margaret Nancy Johnson Esq.
3. Linda DiLeone Klein
4. Colman R. Lalka, Esq.
5. James M. Mancini Esq.
6. Kathleen Doeppen Miller, Esq.
7. Dennis E. Minni Esq.
8. Nels E. Nelson
9. Lawrence M. Oberdank Esq.
10. David M. Pincus
11. Louis M. Thomson Jr.
12. Gregory J. Van Pelt
13. Alan M. Wolk Esq.
14. Charles F. Ipavec Esq.

**Step 5:** Either party to this Agreement shall have the right within ten (10) days (excluding Saturdays, Sundays and Holidays) after the final termination of negotiations under three (3) steps of the grievance procedure as herein provided for to refer to Arbitration any grievances, differences or disputes which is the subject of the grievance procedure and which has not been satisfactorily settled by means of

the steps established herein There shall be one (1) arbitrator selected by mutual agreement or the parties If the parties are unable to agree upon an arbitrator he/she shall be selected under the rules of the Federal Mediation Conciliation Service The decision of the arbitrator shall be final and binding upon the Company and the Union and all employees concerned The expenses and fees incident to the service of the arbitrator shall be shared equally by the Company and the Union The arbitrator shall not have authority to add to detract from or change in any way the terms and conditions of this Agreement nor shall arbitration apply to any issue concerning wage negotiations other than as provided in Article III

**Section 44** In the event a member of the Union shall be discharged from employment on or after the date hereof and he/she believes he/she had been unjustly dealt with the discharge shall constitute a case arising under the methods of adjustment of grievances provided that the Company shall be under no obligation to accept or consider any such grievance that is not filed with the Company within five (5) working days from date that the Chairperson of the Grievance Committee was notified in writing of such discharge

**Section 45** In addition to the limitation contained in the preceding two sections the Company shall be under non obligation to accept or consider any grievance which has not been processed and reduced to writing as provided in Step 2 of the grievance procedure set forth in this article on or before ten (10) days following the happening or incident giving rise to the alleged grievance

(a) Financial claims including claims for back wages by employees covered by this Agreement or by the Union versus the

Company shall be limited retroactively to a period to five (5) working days prior to the date the claim was first filed in writing

**Section 46** The Grievance Committee of the Local Union shall be composed of seven (7) Union Representatives The Union Chairperson shall be available for Union or Company related business one half (1/2) hour prior to the end of the A M shift at the Company's expense

**Section 47** Meetings Meetings of the Grievance Committee with the Company at Step 3 shall be held on the third Wednesday of every month, provided the Union Committee notifies the Company by the preceding Monday that such meeting is desired The Grievance Committee will be paid their classification hourly rate for a period of ten (10) hours for the regular scheduled monthly meeting Emergency meetings may be held as often as necessary by mutual consent of both parties Such emergency meetings shall begin one (1) hour before regular day shift quitting time and necessarily lost time from work in such meetings by the Committee up to one (1) hour shall be paid straight time by the Company If the Company agrees to hold such meetings at some other time during regular working hours the Company will pay time necessarily lost from work by the Committee in such meetings up to one (1) hour at straight time

**Section 48** Area committee person, when called by the Supervisor under Step 1 of the grievance procedure shall not suffer loss of pay for time spent away from work at the request of the Supervisor, provided they return to work promptly upon conclusion of the conference with the employee and the Supervisor This shall also apply to the committee person on any afternoon or night shift

**Section 49** The Company shall be informed

in writing as to the identity of the person comprising the Grievance Committee and the changes therein when they are made

## **ARTICLE VIII**

### **Work Stoppage**

#### **Section 50**

(a) The Union and its members individually and collectively, agree that during the term of this Agreement and any extension thereof there shall be no slow down or sit down strike or any curtailment, restriction or interference with production

(b) The Union and its members individually and collectively agree not to strike and the Company agrees not to lockout during the term of this Agreement

## **ARTICLE IX**

### **General**

#### **Section 51**

- 1 The Company will provide a Bulletin Board to be placed in a conspicuous place in the plant for the use of the local union
- 2 The Company will absorb 100 percent of the cost of gloves and ear plugs to be used by employees in their work This equipment, excluding ear plugs must be returned in order to receive a new pair
- 3 The Company will furnish six (6) uniforms per contract year for the employees in the Maintenance Die Setter, Maintenance Helper, Die Setter Helper, Journeymen and Apprentice classifications The Company agrees to furnish four (4) aprons within a contract year to production employees

- 4 Employees receiving a Red Circle rate shall be granted all general rate increases
- 5 The Company will continue the practice of paying for tools broken in the performance of the employees work
- 6 The Company will deduct payments for the purchase of U S Savings Bonds for six (6) months or longer as requested by employees
- 7 The Minutes of meetings after the effective date of this Agreement, May 1, 1999 between the Company and the Union, shall be recognized by both parties provided however, the signed contract is the governing factor The Company shall provide the Union with copies of the minutes within seven (7) calendar days following the meeting
- 8 The Company will continue to furnish initial equipment (safety glasses) to its employees without cost The Company will assess to the employee the full amount of cost for additional equipment to cover loss or willful destruction of such equipment The Company will provide neck protection fireproof aprons and gloves to Stick Welders at no cost to the employee(s)
- 9 Employees absent from employment for a period of two (2) or more weeks due to illness, injury or leave of absence must be examined by the Company doctor before returning to work Those having surgery except for teeth must be examined by the Company doctor regardless of time lost Employee shall present an attending physician's release form which can be obtained from the nurse safety office, or personnel office This completed form must be presented at the personnel office some

time during the week prior to the day you are to return to work

- 10 Employees returning to employment from illness, injury, or leave of absence are to report directly to the Company nurse at the first aid room before resuming their regular work schedule
- 11 Employees must notify the Company within fifteen (15) days after the start of disability to be eligible for benefits
- 12 The Company and the Union have this day agreed on the following terms as a basis for settlement of their current collective bargaining dispute. It is further understood that in all events the employees are to receive the full value of the settlement, including the then current equivalent worth of any item which cannot be enjoyed at a time when it would be in effect under this Agreement. Accordingly, should the law or any executive wage board order to delay or deny the implementation of any provision of the settlement, the parties shall when it becomes permissible to do so mutually agree upon such substitute and/or supplemental wage items, benefits or provisions as will provide the full value and equivalent worth of such provision. In the event the Company and the Union are unable to agree, the dispute shall be referable to the impartial arbitration as provided for in the Agreement. Such arbitrator shall have the authority to determine and award such substitute and/or supplemental wage items, benefits or provisions as will provide the full value and equivalent worth of any provisions of this settlement whose implementation is delayed or denied.
- 13 The profits of the vending machines will be administered by a joint committee from

management and the Union, the profits will be dispersed for the benefit of the employees of the Masury Plant

- 14 The Company shall have up to seven (7) calendar day to issue corrective discipline actions to employees from the date of violation
- 15 The Company shall reimburse seniority employees up to \$70.00 for prescription safety glasses meeting the following minimum standards every 2 years after vision exam effective May 1, 1999 and May 1, 2001. All plastic no tint safety lenses, and frames with side shields must be compliant with ANSI Z87.1 standards. The seniority employee shall provide the Company with acceptable documentation of examination and purchase in order to receive up to \$70.00 reimbursement. The reimbursement shall be paid within three (3) pay periods following the Company receiving the documentation.
- 16 The Company will continue its past practice regarding the payment of lenses which are pitted and broken in an employee's line of work wherein the employee reports such damage on the same day of occurrence. Oxford Automotive will only reimburse company damaged plastic no tint safety lenses with ANSI Z87.1
- 17 The Company shall provide seniority employees with a \$75.00 safety shoe/boot reimbursement every two (2) years effective May 1, 1999 and May 1, 2001 provided the shoes are OSHA C/75 rated. The seniority employee shall provide acceptable documentation of the purchase in order to receive his/her \$75.00 reimbursement. This reimbursement shall be paid within three (3) pay periods following

the Company receiving the documentation

- 18 In cases where an employee is required to furnish his/her own tools, the Company agrees to furnish such tools to the employee at a price not to exceed the Company's cost. Abuse of this privilege shall constitute cause of discipline of the employee or employees involved.
- 19 An employee affected by a layoff which is other than temporary must check in his/her tools and obtain a tool clearance on the day of layoff. The Company agrees to have personnel available when needed to issue clearance.
- 20 The Company agrees to furnish proper lunch room facilities and it shall be the responsibility of each employee to deposit his/her own trash in the receptacles provided in this area as well as other areas.
- 21 The Company shall retain its exclusive right to appoint Group Leaders in performing the subsequent job functions.
  - (a) Instructs operators on the proper methods of performing work.
  - (b) Distributes work given to him/her by the Company and assigns employees to proper machine(s) in job(s) as directed by management.
  - (c) Available for assistance to other employees in the department as necessary.
  - (d) Performs various job functions within a department including expediting directives by management in areas of production and quality job duties.

## ARTICLE X

### Vacations

In computing vacation, the vacation year is a twelve (12) month period of any calendar year of an employee, starting from date of hire.

**Section 52** Each Calendar year beginning on January 1 2000 employees having acquired seniority and who have worked a minimum of one thousand and eight (1 008) hours in the previous calendar year, shall receive vacation pay as follows

Vacation time off may be taken during the year provided an eligible employee has worked one thousand and eight (1,008) hours in the calendar year subject to Section 55, and provided the employee gives sufficient notice in writing of his/her intent to take vacation. The Company will endeavor, consistent with the needs of production to grant vacation time off as requested by employees. However, if more than one employee in a classification desires time at the same period, the Company will assign vacations in order of seniority to insure sufficient production. If an employee's vacation request is not granted because of too many requests for the same period the employee may choose another period if he/she desires. The Company will answer in writing all requests for vacation within ten (10) days of the request. Vacation payments shall be made at the time of the employee's vacation. Employees who have not worked a total of one thousand and eight (1 008) hours in their anniversary year will receive a pro-rated vacation payment as follows:

500 hours worked	50%
750 hours worked	75%
1 008 hours worked	100%

<u>Years of Service</u>	<u>Time Off</u>	<u>Vacation Pay</u>
1 Year but less than 3 years	1 Week	1 Week 40 Hours
3 Years but less than 5 years	2 Weeks	2 Weeks 80 Hours
5 Years	3 Weeks	3 Weeks 120 Hours
6 Years but less than 8 years	3 Weeks	3 1/2 Weeks 140 Hours
8 Years and Over	4 Weeks	4 Weeks 160 Hours

**Section 53** Vacation pay shall be based on employee's straight time base rate at time of vacation payment, however, regular second shift employees shall have the shift differential added to the base rate for their vacation pay. In addition, each employee shall receive \$20.00 for each week of vacation paid.

**Section 54** The Company reserves the right to close the Plant for one week during the period from June 15 to August 31 of any calendar year. The Company will post notice by May 15 of each year and such notice to specify if the Plant will operate or will be closed one week for vacation purposes together with the date of said vacation period. If the company chooses not to close the plant after so posting any employee that shows documentation of non refundable financial obligation or undue hardship dated prior to cancellation the employee will be permitted the time off with no absence occurrence.

Seniority employee(s) vacation requests will be submitted in writing on a form to be provided by the Company prior to January 1 of each contract year.

**Section 55** Work done during the vacation period shutdown will be given by seniority

within a job classification provided the seniority employee is able to do all work required.

**Section 56** Seniority employees with five (5) or more years of service with the Company who become disabled as a result of a compensable injury, shall be credited up to a maximum of one thousand and eight (1,008) hours as time worked in accruing vacation monies.

Seniority employees with less than five (5) years service at the time of the compensable injury and who are absent from work, must have worked a minimum of three hundred (300) hours during their calendar year in order to be credited with hours worked up to a maximum of one thousand and eight (1,008) hours in accruing vacation monies.

**Section 57** When an employee who is eligible for vacation payment retires or becomes deceased such payment shall be made to the employee or his estate.

#### **Section 58**

(a) Employees returning to work for the Company from service in the Armed Forces (excluding annual reserve or National Guard duty) shall be credited with one thousand and eight hours (1,008) for the calendar year in which they return.

(b) Employees returning to work for the Company from service in the Armed Forces Reserve or National Guard duty shall be credited for the actual number served ten (10) hours per day (shift) not to exceed one thousand and eight (1,008) hours worked for the calendar year in which they return. Paid Holidays and Union time shall be counted as time worked in computing the one thousand and eight (1,008) hours to be eligible for vacation payment.

**SCHEDULE A**  
**Effective May 1, 1999**

<u>GROUP (1)</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>
Journeyman Electrical				17 00
Journeyman Tool & Die				17 00
Journeyman Machine				16 00
Elec And Mechanical Maintenance	13 80	13 95	14 10	14 50
Die Setter and Major Repair	13 67	13 75	13 83	14 26
Maintenance Helper	13 00		13 49	
Die Setter Helper	13 28			
	90 Working			
<u>GROUP (2)</u>	<u>Day Rate</u>	<u>30</u>	<u>30</u>	
Set up & Operate	\$—	\$—		\$13 14
Lab Technician	\$—	\$—		13 04
Crane Operator	12 28	12 48		12 93
Lift Truck Operator (Scale Operator)	12 28	12 48		12 93
Stick Welder	12 58	12 78		12 88
Inspector	11 19	11 99		12 79
Set up & Operate hand feed				12 76
Storeroom Attendant				12 65
Press Operator	12 01	12 17		12 51
New Hires	9 01			

The hire in rate shall be \$3 00 per hour below the 90th working day rate All rate increments shall be defined as working days

**SCHEDULE B**  
**Effective May 1, 2000**

<u>GROUP (1)</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>
Journeyman Electrical				17 40
Journeyman Tool & Die				17 40
Journeyman Machine				16 40
Elec And Mechanical Maintenance	14 20	14 35	14 50	14 90
Die Setter and Major Repair	14 07	14 15	14 23	14 66
Maintenance Helper	13 40		13 89	
Die Setter Helper	13 68			
	90 Working			
<u>GROUP (2)</u>	<u>Day Rate</u>	<u>30</u>	<u>30</u>	
Set up and Operate	\$—	\$—		13 54
Lab Technician	\$—	\$—		13 44
Crane Operator	12 68	12 88		13 33
Lift Truck Operator (Scale Operator)	12 68	12 88		13 33
Stick Welder	12 98	13 18		13 28
Inspector	11 59	12 39		13 19
Set up & Operate — hand feed				13 16
Storeroom Attendant				13 05
Press Operator	12 41	12 57		12 91
New Hires	9 41			

The hire in rate shall be \$3 00 per hour below the 90th working day rate All rate increments shall be defined as working days

### SCHEDULE C

Effective May 1, 2001

<u>GROUP (1)</u>	<u>90</u>	<u>90</u>	<u>90</u>	<u>90</u>
Journeyman Electrical				17 80
Journeyman Tool & Die				17 80
Journeyman Machine				16 80
Elec and Mechanical Maintenance	14 60	14 75	14 90	15 30
Die Setter and Major Repair	14 47	14 55	14 63	15 06
Maintenance Helper	13 80		14 29	
Die Setter Helper	14 08			

<u>GROUP (2)</u>	<u>90 Working Day Rate</u>	<u>30</u>	<u>30</u>
Set-up and Operate	\$—	\$—	13 94
Lab Technician	\$—	\$—	13 84
Crane Operator	13 08	13 28	13 73
Lift Truck Operator (Scale Operator)	13 08	13 28	13 73
Stick Welder	13 38	13 58	13 68
Inspector	11 99	12 79	13 59
Set up & Operate—hand feed	13 56		
Storeroom Attendant			13 45
Press Operator	12 81	12 97	13 31
New Hires	9 81		

The hire in rate shall be \$3 00 per hour below the 90th working day rate All rate increments shall be defined as working days

### SCHEDULE D

#### Schedule of Benefits for Employees and Dependents

- 1 Life Insurance  
Effective May 1 1990 \$14 000 00
- 2 Accidental Death and Dismemberment  
Effective May 1 1990 \$14 000 00
- 3 Weekly Sickness and Accident Benefit  
Effective first day of disability or effective  
Effective on eighth (8th) day of sickness  
for a maximum of twenty six (26) weeks  
Effective May 1 1999 \$215 00
- 4 Daily Hospital Benefit  
Employees and Dependents, Maximum of  
365 days, Semi private Total Cost
- 5 Maximum Miscellaneous \$2 500 00
- 6 Surgical Fee  
Employee and Dependents Prevailing
- 7 In Hospital Expense Benefits  
Maximum Rate \$30 00  
Maximum during any one  
period of disability \$8,760 00
- 8 Diagnostic X Ray and Laboratory Expense  
Benefits Employees and Dependents  
\$1,100 00 Maximum in any one  
calendar year
- 9 Provide First Day Newborn Child Benefit
- 10 Provide Pregnancy Coverage for  
Dependent Child
- 11 In-Hospital Physician's Consultation  
Benefit  
Maximum \$100 00 during any one (1) peri  
od of hospital confinement
- 12 Major Medical Deductible \$200 00 per  
person or \$400 00 per family
- 13 Prescription Drug Expense Benefit \$5 00



co pay program

- 14 Major Medical Expense Benefits For rental fees (but not to exceed the purchase price) for (I) hospital bed or manually operated wheelchair (II) iron lung (III) kidney dialysis equipment or (IV) other durable therapeutic medical equipment made and used only for treatment of injury or illness Benefits equal to 80% of the charges incurred for Covered Expenses

Provided, that in no event will benefits paid for all Covered Expenses exceed the Maximum Benefit

Deductible The sum of medical care benefits paid under other provision of the Plan and \$200 00

Maximum Benefit

Effective January 1 1998

Aggregate Lifetime Maximum Benefit while covered under the plan \$1 000 000 00

The Union agrees that insurance benefits will be in accordance with the terms and conditions of the Company's Pre-Certification Second Opinion, and Out Patient Surgery Programs

The Group Insurance Booklet should be used as a guide only with the insurance company's contract as the governing contract

In the event of termination of employment or leave of absence the death and dismemberment and hospitalization insurance will remain in effect until the end of the month during which employment is terminated or leave of absence is granted

Sickness and accident benefits under the Agreement terminate the day employment is terminated or leave of absence is granted (except leave of absence for sickness)

During periods of layoff the insurance coverage will continue until the end of the month following the month in which employee's layoff occurs provided, however when an employee is receiving sickness and accident benefits coverage will remain in effect up to a maximum of twenty-six (26) weeks

During periods of leave of absence and layoff the employee may keep his/her hospitalization insurance benefits excluding sickness and accident benefits, in accordance with COBRA, provided the employee pays the appropriate premium by the first of each month for which premiums are due

Schedule of Dental Benefits for Employees and Dependents - All full-time union hourly employees at Masury who choose the dental plan coverage

Class I Benefits

Diagnostic Services Examination (Once every 6 months)-100%

Preventive Services Prophylaxis and topical application of fluoride (Once every 6 months) 100%

Emergency Palliative Treatment 100%

Radiographs X rays - 75%

Oral Surgery Extractions 75%

Restorative Services-Rebuild repair or reform natural tooth structure due to disease or injury 75%

Periodontics Services-Treatment for disease of gums - 75%

Endodontic Services - Root canals 75%

Class II Benefits

Prosthodontics-Services and Appliances such as bridges partial dentures and complete dentures that replace missing natural teeth - 50%

### Class III Benefits

#### Orthodontic Services--Not Covered

#### Deductible Limitations

A \$50.00 deductible per person total per contract year limited to a \$150.00 family deductible per contract year on the balance of Class I and Class II benefits. The deductible does not apply to the services covered at 100%.

#### Maximum Benefit

\$800.00 per person total per contract year for Class I and Class II benefits.

#### Employee Dental Rates Per Month

Employee Only \$ 6.89

Employee and One Dependent - \$14.09

Employee and two or more dep \$20.71

**Dentist Directory** To locate the nearest participating dentist call 1 800 282-0749, or visit the Delta Dental web site at [www.deltadentaloh.com](http://www.deltadentaloh.com). The plan specifications described above are subject to Delta Dental's standard exclusions and limitations.

The Group Insurance Booklet should be used as a guide only with the insurance company's contract as the governing contract.

**Section 61** In the event a seniority employee who is actively working becomes disabled and is unable to work due to an alleged work-related injury, disease or illness while working for Oxford Automotive and payment of Workers Compensation Benefits are disputed and not paid, the claimant will be eligible to file a claim for weekly disability benefits through the Sickness and Accident Insurance Program subject to the rules and limitations of such program.

Prior to filing such claim, the claimant must sign a wage assignment providing for reimburse-

ment to the S & A fund in the event Worker's Compensation benefits are eventually paid. The employee must immediately notify and reimburse Oxford Automotive of any duplicated S & A benefits to avoid fraud and discharge. In no circumstance will anybody be paid both S & A and Worker's Compensation for the same period without immediately returning one benefit to the appropriate party and immediately providing receipt in proof to the other.

## ARTICLE XI

### Safety and Health Insurance

**Section 62** It will be the Company's policy to continue to make all reasonable provisions for the safety and health of its employees while in the plants and during the hours of their employment. New employees and employees assigned for the first time to new jobs will be given proper and complete safe job procedures, instructions, and orientation on equipment that they are required to operate. The Company agrees that employees have a right to request the Union Safety Committee Representative check a machine when operator feels the machine is unsafe; however, if the Union Safety Representative feels that the machine is safe to operate, the Union agrees that the operator should start operating the machine immediately. Protective devices and equipment reasonably necessary to protect employees from injury shall be provided by the Company. If mechanical equipment/mechanical protective device safety becomes questionable, the operator must notify his/her supervisor immediately. If disposition of the concern is not satisfactory to the operator who believes eminent danger to life or limb exists, the supervisor will immediately involve the General Foreman, the Shift Safety Representative, and a qualified Journeyman employee to quickly assist in further assess-

ment of the concern Consensus of the parties recognizing life or limb threatening dangers will result in discontinuance of the operation until a safe alternative is developed or the mechanical concerns repaired Environmental issues are excluded from the proceeding procedure A monthly safety tour of the plant, with a meeting to follow shall be conducted with two (2) Union Representatives as appointed by the Union and two (2) Management Representatives

## ARTICLE XII

### Severance Pay

**Section 63** When in the sole judgement of the Company it decides to permanently close the plant or major portion thereof or move the plant out of the area and terminate the employment of individuals, an employee whose employment is terminated whether directly or indirectly as a result thereof, because he/she was not entitled to other employment with the Company shall be entitled to a severance allowance in accordance with and subject to the following provision

(a) To be eligible for severance allowance an employee shall have accumulated three (3) or more years of continuous Company service

(b) In lieu of severance allowance the Company may offer an eligible employee a job, in at least the same job class for which he/she is qualified, in the same general locality The employee shall have the option of either accepting such new employment or requesting his/her severance allowance If an employee accepts such new employment his/her continuous service record shall be deemed to have commenced as of the date of the transfer except that for the purposes of severance allowance under this section and for purposes of the vacation section his/her previous continuous

service record shall be maintained and not be deemed to have been broken by the transfer

(c) As an exception to the above, an employee otherwise eligible for severance allowance who is entitled under the Seniority section to a job in at least the same job class in another part of the same plant shall not be entitled to severance allowance whether he/she accepts or rejects the transfer If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance allowance, provided he/she otherwise qualifies under the terms of this section

(d) An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous Company service

<u>Continuous Company Service</u>	<u>Weeks Of Severance Allowance</u>
3 years but less than 5 years	8
5 years but less than 7 years	12
7 years but less than 10 years	14
10 years or more	16

A week's severance allowance shall be determined in accordance with the provisions for calculation or vacation pay as set forth in the contract

## ARTICLE XIII

### Insurance and Pension Plan

**Section 64** The Company agrees, for the duration of this Agreement, to pay the cost of the Insurance Program as set forth in Schedule D A booklet will be published describing for the employees

**Section 65** The Company will continue a defined benefit pension plan in accordance with

the recent pension legislation effective August 1, 1978. For each year of service credit employees eligible and electing to retire on or after August 1, 1999 in accordance with the benefit pension plan shall receive eighteen dollars (\$18.00) times years of credited service as a pension benefit for retirement within the first and second contract year. Retirement during the third contract year will be nineteen (\$19.00). The pension program shall be administered and benefits provided in accordance with the Employee's Retirement Income Security Act of 1974 (ERISA).

#### ARTICLE XIV

##### Section 66 Maintenance of Standards

(a) It shall be the Company's responsibility to establish production standards and to set them on the basis of fairness and equity. They shall be consistent with the quality of workmanship, efficiency of operation, and reasonable working capacity of normal operators. It shall be understood that operators will perform the work in accordance with the Company's instructions. The Company shall provide the Unit Chairman with a ten (10) working day written notice prior to implementing increase(s) in production standards.

The written notification shall be applicable to programs that have been in operation in excess of ninety (90) days. Disputes concerning production standards to an operation which differs from past practice and occurs after the effective date of this Agreement may be referred to the Grievance procedure Step (3) after a ten (10) working day trial period. The Union shall have the right to call in its own time study engineer within thirty (30) working days at the conclusion of the trial period to examine the operation.

If no objection is filed by the Union to the

revised standard within ten (10) working days following the trial period, the new standard shall become permanent.

(b) The Company may change the production standards on an operation because of changes in methods, machine feeds or speeds, materials, sequence of operations, tools, equipment changes in design of a product, or production standards may be reviewed on an annual basis and production increase(s) as determined by the Company, if any, shall be subject to the provisions of the Article.

On being assigned to a job which a production standard has been placed in effect, the employee shall be advised by the foreman as to the production standard required.

#### MEMORANDUM OF UNDERSTANDING

TO Union Members of United  
Steelworkers of America  
Local 1618 2

DATE September 3, 1993

SUBJECT SAFETY-REPORTING  
ACCIDENTS/INJURIES

The Company and Union agree that the failure of employees to report accident, even if minor in character, can result in a loss of life or limb to employees and disrupt the efficient operation of the plant.

Employees are required immediately report to the department supervisor any accident or injury that is non-threatening which may occur to them.

Failure to report such accidents will render the employee liable to corrective discipline in accordance with Shop Rules and Regulations.

# **MEMORANDUM OF UNDERSTANDING**

**TO** Union Members of United  
Steelworkers of America  
Local 1618 2

**DATE** February 5 1990

**SUBJECT** CREDIT UNION PROGRAM,  
Effective February 5, 1990

The Company is pleased to announce a Credit Union Program will be offered to members of the United Steelworkers of America, Local 1618 2, effective February 5 1990

The program offered will be through Eastern Trumbull Credit Union, Inc., 6813 Commerce Drive, Hubbard, Ohio 44425 Telephone (330) 534 9002 Hours are 9 00 a m to 5 00 p m, weekdays

- 1 The following information is applicable to the payroll deduction plan offered by Oxford Automotive Enrollment cards or change in the amount of deduction cards may be obtained from the Credit Union office
- 2 Deductions will be made strictly on a weekly basis
- 3 Employees participating in the Credit Union Program will only be allowed to increase or decrease his/her deductions on a one time basis per quarter from his/her date of enrollment This requirement hopefully, will prevent additional and unnecessary administrative costs as well as avoiding potential errors to individual employees' account
- 4 It is recommended that employees participating in the program should retain all check stubs indicating a deduction, in the event a dispute may occur between the employee and the Credit Union

- 5 Monies deducted from the individuals payroll check may not be available for withdrawal purposes for a period of approximately two (2) weeks from the date of deduction, based on the deduction being administered at the Troy office of Oxford Automotive and the time delay period of submitting required paperwork by the Company to the Credit Union through the U S mail etc

# **MEMORANDUM OF UNDERSTANDING**

**TO** Union Members of United  
Steelworkers of America  
Local 1618-2

**DATE** May 1, 1999

Oxford Automotive and the United Steelworkers of America, Local Union 1618 2 (the "Parties") agree that this Memorandum of Understanding shall supersede and replace all past practices and understandings between the Parties which are set out in the Minutes of Union/Management meetings

The Parties agree that this Memorandum of Understanding shall be the sole source of any and all rights or claims with respect to past practices and understandings The parties agree further that neither party shall be bound by any written understanding or documented past practice prior to the effective date of this Agreement May 1, 1999

# **MEMORANDUM OF UNDERSTANDING**

**TO** Union Members of United  
Steelworkers of America  
Local 1618 2

**DATE** May 1, 1999

**SUBJECT** DRUG AND ALCOHOL  
SUBSTANCE ABUSE POLICY

#### A INTENT

- 1 The intent of this policy is to assist in maintaining a work environment for employees, free from alcohol and drug abuse, at all operations. Therefore all employees are

\*required to report for work free from the influence of alcohol or other drugs and

\*not permitted to use, possess, manufacture, sell or otherwise distribute alcohol or drugs on company premises

- 2 While it is recognized that alcohol and drug dependency may contribute to impaired work performance and costs to the Company and employees in many ways, it is also recognized that such dependency is both an illness and treatable condition.

Therefore, this policy is further intended to encourage the identification of affected employees for appropriate treatment on a strictly confidential basis. Employees needing help shall be made aware of and encouraged to participate in an established Employee Assistance Program (EAP). Such program shall receive full commitment and sincere support from management at each operation. There shall be no retribution nor special privileges as a result of employee EAP participation.

#### B PROGRAM PURPOSE

- 1 It is recognized that the Company's greatest asset is its work force. Its present prosperity and future prospects depend on its people. It is obvious that continuous improvement can only be achieved through the effort of each and every employee. In a very practical sense, we are all partners in the business.

It is also recognized that each employee has a personal potential and capacity to contribute, through his or her job performance, to the overall performance of the Company. However, as in any community, outside factors may adversely affect an individual's ability to make a full contribution.

Therefore, the purpose of this program is to establish an environment in which employees can freely seek assistance and support to minimize those outside factors that diminish their ability to contribute to the Company through acceptable job performance.

- 2 It is further recognized that people who are alcoholic or drug dependent, struggling with marital difficulties, suffering from anxiety or depression, or having financial difficulties, cannot be efficient workers.

Often the pattern of job performance deterioration may be evident, but little action is taken because there is concern that the affected employee will be terminated, not helped.

In belief that all employees are valued, sincere efforts shall be made to retain, not terminate, substance affected employees whenever reasonably possible. It is also believed that this investment in employee assistance will significantly improve the job performance and well being of all employees.

Therefore, management of Oxford Automotive will promote and support the formation of a Joint (management and union) Employee Assistance Committee. The Committee is to become well versed in the multitude of professional and

community services available to affected employees

- 3 The Company will provide such Committee with training to

- \*Explain the benefits provided for treatment,

- \*Lead the local employee assistance efforts through participation education, training and communications activities,

- \*Periodically evaluate the utilization and perception of the program by employees and supervisors, and continue to educate and train other employees and supervisors on a regular basis

An outside source with an accredited EAP Professional will be available to diagnose counsel and refer impaired employees for appropriate treatment

#### C TESTING AND PROCEDURES

In commitment to and in pursuit of the objective to provide all employees with a safe work place, free from the influence of alcohol and other drugs, the following testing procedures for all employees are established As used herein a drug is any of the substances defined and noted in the official Federal Government List of Drugs and Harmful Substances as used by the Bureau of Narcotics and Dangerous Drugs Certain prescribed drugs may affect job performance Questions pertaining to prescription drugs shall be referred to an appropriate professional medical resource

- 1 Alcohol testing will be done by an accredited operator using maintained and calibrated breathalyzer equipment and a Blood Alcohol Test Results shall be subject to the equivalent standard under plant location State law for driving a motor

vehicle "under the influence of alcohol Should any employee believe that his or her given breathalyzer test result is in error, he or she may request, without cost that blood-alcohol test be given

- 2 Testing for drugs other than alcohol shall be conducted through urinalysis, performed by a certified laboratory listed as approved by the Department of Health and Human Services Any initial test found positive shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test before being reported back as positive

- 3 A split-sample of each specimen provided shall be retained to provide a follow up test to any initial test believed in error or otherwise adulterated Strict chain of custody and security shall be maintained in the handling of all specimens

- 4 Testing for alcohol or other drug substances shall be conducted under the following conditions

- (a) As required by Federal and/or State Department of Transportation (DOT) regulations

- (b) Pre employment physical examination

- (c) Physical examination following drug or alcohol rehabilitation

- (d) Probable cause, based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job

Such belief may be based upon the smell of alcohol, slurred speech staggering gait and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment Whatever the observation it shall be made by two

persons and documented in writing

(e) Involvement in a serious accident or incident on Company premises where as part of an immediate and routine investigation, there is reason to believe as described under "probable cause" above that drugs or alcohol may have contributed to the cause of the accident or incident

Where hospital treatment is required for an injury the test if applicable, will be performed at the hospital

- 5 Based upon any of the conditions listed 4 above, the potential employee or employees will be required to immediately report to a medical facility at the company's discretion to have a urine/or blood test taken in determining his/her condition
- 6 In the event the potential employee or employee refuses to have the medical test taken or refuses to sign medical consent to this factor it will be a voluntary admission of guilt
- 7 In the event the employee consents to the medical test and tests positive he/she shall be subject to the terms and conditions of the Oxford Automotive Drug Rehabilitation Program as listed in the Agreement under Plant Rules and Regulations
- 8 The Company will burden all expenses for initial medical tests

#### D DRUG TEST LEVELS AND LABORATORY ANALYSIS PROCEDURES

- 1 Initial Test An initial test shall be by immunoassay, which meets Food and Drug Administration requirements. The following initial cutoff levels shall be used when screening specimens to determine

whether they are negative for the following five drugs or classes of drugs

#### Initial Test Level (ng ml)

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1,000

25ng/ml if immunoassay is specific on free morphine

- 2 Confirmatory Test All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) technique at the cutoff values listed below for each drug

#### Confirmatory Test Level (ng/ml)

Marijuana metabolites (1)	15
Cocaine metabolites (2)	150
Opiates Morphine/Codeine	300
Phencyclidine	25
Amphetamines	500

- (1) Delta-9-tetrahydrocannabinol 9 carboxylic acid
- (2) Benzoylcegonina

#### E MATTERS OF MEMORANDUM

Employees receiving a drug or alcohol test will not be permitted to work until they test negative. As such, any loss of wages and benefits incurred by an employee while waiting for the results of a drug or alcohol test will be reimbursed making the employee whole if the results are negative. This paragraph applies only to the initial test, not to the follow up test unless such tests are unduly delayed by the



**Company**

A Bargaining Unit representative will be provided for an employee required to test

Disputes as to requirement for drug or alcohol test, test procedures, confidentiality, chain of custody, discipline, discharge or believed misapplication of any portion of this policy shall be subject to processing in the grievance procedure

Nothing in this Policy restricts Company's rights under the basic Labor Agreement or any other Company policy or procedure

It is recognized that the use, possession manufacturing, sale or distribution of drugs or alcohol while on company premises may result in disciplinary action, up to and including discharge

**MEMORANDUM OF UNDERSTANDING**

**TO** Union Members of United  
Steelworkers of America  
Local 1618-2

**DATE** May 1, 1999

**SUBJECT** WC TRANSITIONAL DUTY

The Company will follow up closely with all injured employees and their treating physician in an effort to return to employment any injured employee capable of productive work activity

Transitional work will be provided to the injured employee as outlined by the treating physician

A meeting will be held with the injured employee, Corporate Health, supervision and a representative of the Union to review the employee's limitations and the transitional work that is being provided

Transitional duty employees will maintain their regular shift by seniority

**Procedures for Transitional Work**

- 1 All injured employees will be evaluated by the Corporate Health to determine their ability to return to transitional work
- 2 A form approved by the Union will be given the injured employee to give their treating physician determining whether the injured employee may return to work with out restrictions or with some restriction
- 3 The restrictions will be reviewed by Human Resources, Corporate Health and Plant Manager to determine if transitional work can be provided in an effort to assist the injured employee in returning to their original job
- 4 Returning the injured employee to transitional work may require modifying a worksite Modification may entail a more frequent change of position or a reduction in the amount of walking lifting or bending
- 5 A meeting will be held with the injured employee, Corporate Health supervision, and a representative of the Union to review the employee's limitations any worksite modification and to ensure that the employee is not being put at a risk of re injury
- 6 The Corporate Health department will follow up weekly with the injured employee, supervision, and a representative of the Union to review the injured employee's progress in returning to their original job
- 7 The employee's attending physician must approve all changes pertaining to this program

## MEMORANDUM OF UNDERSTANDING

**TO** Union Members of United  
Steelworkers of America  
Local 1618-2

**DATE** May 1 1999

**SUBJECT** EDUCATION LEAVE POLICY

Management agrees to consider non paid educational leave requests for curriculums that are work related

Approved individuals will be excused from work up to five (5) hours per week in order to attend their regular classes (Hours will be based upon regular working hours not overtime) When overtime would have been worked when someone is at class, it will be applied as if they were asked to work the overtime and refused the opportunity

Approval considerations will be based upon forecasted manpower levels and absenteeism in the individual's job classification

Work related classes must be accredited through the Northeastern Accreditation of Schools

## MEMORANDUM OF UNDERSTANDING

**TO** Union Members of United  
Steelworkers of America  
Local 1618 2

**DATE** May 1 1999

**SUBJECT** 401K PARTICIPANT LOANS

Management will continue to pay all cost related to administering the 401 k program

### A Loans

Loans from the Plan may be available if approved by the Plan Administrator on amounts in your account based upon the

following procedures

### 1 Loan applications

You may only apply for one loan each Plan Year The Plan Administrator is responsible for approving or denying participant loans Loans will be allowed for any purpose You will incur a set up fee and annual maintenance fee for your loan

### 2 Loan Amount

The minimum loan is \$1 000 The maximum amount is the lesser of one-half of your vested account balance or \$50,000 reduced by the highest outstanding loan balance in your account during the prior twelve month period Your vested account balance will be used as collateral for any loan

### 3 Number of Loans

You may have only one loan outstanding at any given time If you have an existing loan you may not apply for another loan until the current loan is paid in full You may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan

### 4 Interest Rate

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances

### 5 Maturity of Loan

All loans must be repaid in level payments on at least a quarterly basis over a five year period unless it is for the purchase of

your principal residence Then the loan may be repaid over a ten year period

6 Source of Loan Proceeds

Loan proceeds will be withdrawn from available contributions sources and investment options in the order established by the Trustee Consult your Plan Administrator for more information

7 Default or Termination of Employment

The Plan Administrator shall treat a loan in default if any scheduled repayment remains unpaid more than 90 days or there is an outstanding principal existing on a loan after the last scheduled repayment date Upon default, death disability or termination of employment, the entire outstanding principal and accrued interest shall be immediately due and payable Additionally you will be deemed to have received a taxable distribution from the Plan

**HARDSHIP WITHDRAWALS**

If approved by the Plan Administrator you may withdraw your Employee pretax contributions and rollover contributions if applicable in the form of a hardship withdrawal to satisfy any of the following immediate and heavy financial needs

- (1) unreimbursed medical expenses for your self your spouse children or dependents
- (2) the purchase of a principal residence
- (3) to prevent eviction from or foreclosure on your principal residence
- (4) to pay for post-secondary education expenses for yourself, your spouse children or dependents for the next twelve months

In accordance with Internal Revenue Service regulations you must first exhaust all other assets available to you prior to obtaining a hardship withdrawal This includes obtaining a loan from this Plan and any other qualified plan maintained by your Employer Your Employee pretax contributions to this Plan and any other Employer-sponsored qualified or non-qualified plan will be suspended for twelve months after your receipt of the hardship withdrawal The minimum hardship withdrawal is \$1,000

The Plan Administrator will provide you with the appropriate form upon request Hardship withdrawals will be withdrawn from available investment options in the order established by the Trustee Consult your Plan Administrator for more information

Hardship withdrawals of amount attributable to employee deferral contributions will no longer be considered an "eligible rollover distribution" after December 31, 1998 Instead, these amounts will be subject to the 10% non period ic income tax withholding rate unless you elect out of the withholding You should refer to the Total Distribution of Benefits section of this SPD

**MEMORANDUM OF UNDERSTANDING**

TO Union Members of United  
Steelworkers of America  
Local 1618 2

DATE May 1, 1999

SUBJECT 5 DAY WORK WEEK

In the event the Company elects to return to a given five (5) day work week, the Union and the Company collectively agree to reinstate all language of the previous labor agreement dated February 11, 1996 to April 30, 1999

Subject

Layoffs Article III, Section 15, Page 6  
Hours of Work Article IV Section 20 Page 7  
Overtime premiums Article IV, Section 21  
Pages 8 and 9  
Paid Holidays, Article IV Section 22 Pages 10  
and 11  
Weekend Sign offs, Article IV Section 24,  
Pages 12 and 13  
Unpaid Excused Days, Article IV Section 24,  
Page 13  
Paid Breaks, Article IV Section 25, Page 13  
Overtime, Memorandum of Understanding  
dated February 11, 1996, Pages 53 and 54  
Attendance Program Reinstate old attendance  
program dated September 3, 1993, Pages 54  
and 55 or modify new Attendance Program on  
agreement between the parties

**MEMORANDUM OF UNDERSTANDING**

**TO** Union Members of United  
Steelworkers of America  
Local 1618 2

**DATE** November 9, 1999

**SUBJECT** NOVEMBER 27, 1999  
DECEMBER 30, 1999  
APRIL 22 2000  
NOVEMBER 25, 2000  
APRIL 14 2001  
NOVEMBER 24, 2001  
DECEMBER 29 2001  
MARCH 30 2002

These dates are not holidays

While under the four 10-hour per day work  
week crews normally scheduled these dates  
will be assigned work or guaranteed the avail-  
ability of a 40 hour work week in which each

date falls

Recognizing that these dates interrupt continu-  
ous holidays for both parties, Management will  
post requirements by the beginning of the 2nd  
work week prior to the above date

## MASURY, OHIO PLANT RULES AND REGULATIONS

Following are the Uniform Rules and Regulations established by Oxford Automotive, in so the employees in the Masury Plant may know what duties are required of them in the general conduct of the Company's business. Nothing in these rules and regulations shall abrogate the employee's rights through the Union of which he/she is a member to challenge a penalty through the regular grievance procedure.

The Company reserves the right to revise the rules and regulations listed herein, and also reserve the right to the use of the grievance procedure as contained in the Collective Bargaining Agreement.

	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
1 Possession, use, sale or being under the influence of any "controlled substance", such as marijuana, drugs, narcotics, amphetamines, etc. on the Company premises	(Subject to discipline up to and including Discharge)				

-80



	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
2 Possession, use, sale or being under the influence of any alcoholic beverage on the Company premises. The parties have agreed that in the event management recognizes any seniority employee potentially in violation of Shop Rule (1) and (2), the following will apply	(Subject to discipline up to and including Discharge)				

(a) The seniority employee will be required to immediately report to a medical facility of the Company's discretion to have a urine and/or blood test taken in determining his/her condition and/or violation of Shop Rule (1) and (2).

(b) In the event the seniority employee refuses to have the medical test taken or refuses to sign medical consent to this factor, it will be a voluntary admission of guilt. Violation of Shop Rule (1) and (2) and immediate discharge will be implemented. In the event the seniority employee consents to the medical test and tests positive, he/she shall be in violation of Shop Rule (1) and (2). He/she shall

-81

be subject to the terms and conditions of the Drug Rehabilitation Program

(c) In the event the seniority employee consents to the medical test and determination is made that the employee is not in violation of Shop Rule (1) and (2), then the employee will be compensated for lost time involved of his/her scheduled shift

(d) The Company will accept the expense for the medical test Company property, records or other materials, including theft or misappropriation of property of employees of the Company

	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
3 Fighting (other than self defense), attempting or threatening bodily injury to others	D				
4 Possession of firearms, explosive devices illegal knives (excluding knives required to perform job duties) or illegal weapons of	D				

-82-



any kind on the Company premises

	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
5 Misusing or removing from the premises, without proper written authorization	D				
6 Damaging, destroying, mutilating, or defacing any property on the Company premises	D				
7 Insubordination except that which would endanger himself/herself or other employees Do the work assigned to you and follow instructions promptly If you then have a complaint, follow the	(Subject to discipline up to and including Discharge)				

-83

grievance procedure

		1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
8	Participating in or encouraging an interruption of production or interfering with others in the performance of their jobs such as horseplay, wrestling, throwing objects, causing confusion, demonstrations of any kind or acting in a disorderly manner	WW	(3)DDLO	D		
9	Violating any safety rules or practices (including failure to utilize proper safety equipment or devices) or engaging in any conduct which tends to create a safety hazard	WW	(3)DDLO	D		

-84-



		1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
10	Failure to be at assigned work stations and ready to work at the starting time, end of breaks or lunch periods. Employees shall remain at such work places and at work for their scheduled shift unless granted express permission from Management	VW	WW	(3)DDLO	D	
11	Participating in organized gambling on Company premises	WW	(3)DDLO	D		
12	Smoking in prohibited areas designated by the Company	WW	(3)DDLO	D		
13	Absence for four (4) successive working days without notification	VQ				

-85-

	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
14 Leaving the Plant during scheduled working hours without express approval by the proper supervisor	VQ				
15 Failure to make undisputed production standards per Company instructions	VW	WW	(3)DDLO	D	
16 Leaving the job area during working hours without permission or reasonable excuse	VW	WW	(1)DDLO	(4)DDLO	D
17 Careless workmanship	WW	(1)DDLO	(3)DDLO	(4)DDLO	D
18 Violating Company parking lot rules	VW	WW	(3)DDLO	(4)DDLO	D

-86-



	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
19 Submitting falsified documentation to cover the employee's tardiness early quit, or absenteeism	D				
20 Employees that are determined to be inattentive, careless, or negligent in their job duties, which results in injury to a fellow worker or damage to equipment or property, shall be subject to corrective discipline (time off) up to and including discharge	(Subject to discipline up to and including Discharge)				

A copy of a written reprimand for infraction of any rules or regulations shall be given to the Local Union

Discharge must be by written notice with a copy to the Local Union

-87-



### CODES

VW	Verbal Warning
WW	Written Warning
(1)DDLO	One (1) Day Disciplinary Lay-Off
(3)DDLO	Three (3) Day Disciplinary Lay-Off
(4)DDLO	Four (4) Day Disciplinary Lay Off
VQ	Voluntary Quit
D	Discharge

### TERMINATION

The Basic Labor Agreement insurance agreement and pension agreement, executed pursuant to this Memorandum of Agreement shall become effective May 1 1999 and shall terminate at midnight April 30, 2002

Any time prior to April 30 2002, either party may send a written sixty (60) day notice to the other party of its intention to terminate modify or negotiate this entire Agreement Such notice sent by either party shall be by certified mail and if given by the Company , shall be addressed to the United Steelworkers of America District #1 Square One Centre, 950 Youngstown Warren Road, Suite A Niles Ohio 44446, and if given by the Union, to Oxford Automotive Masury, Ohio

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 1st day of May, 1999

### OXFORD AUTOMOTIVE

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Jim Wolfe  
Masury Plant Manager

---

Bill Johnston  
Human Resource Manager

**UNITED STEELWORKERS OF AMERICA**

---

George F Becker  
International President

---

Leo W Gerard  
International Secretary/Treasurer

---

Richard H Davis  
International Vice President Administration

---

Leon Lynch  
International Vice President Human Affairs

---

David R McCall  
District 1 Director

---

Gary Steinbeck  
Staff Representative

---

Charles Luna  
President Local 1618

---

Vincent O Block  
Vice President Local 1618

---

Robert Hogue  
Unit Chairman Local 1618

---

Robert Gray  
Grievance Committeeman

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Robert DeGenova  
Grievance Committeeman

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Bonnie Black  
Grievance Committeeman

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Lady Melfi  
Grievance Committeeman

---

Joseph Ciccone  
Grievance Committeeman

---

Byron Armour  
Grievance Committeeman

# 2000

January	February	March
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17 18
23 24 25 26 27 28 29	20 21 22 23 24 25 26	19 20 21 22 23 24 25
30 31	27 28 29	26 27 28 29 30 31
April	May	June
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5 6	1 2 3 4
9 10 11 12 13 14 15	7 8 9 10 11 12 13	5 6 7 8 9 10 11
16 17 18 19 20 21 22	14 15 16 17 18 19 20	12 13 14 15 16 17
23 24 25 26 27 28 29	21 22 23 24 25 26 27	18 19 20 21 22 23 24
	28 29 30 31	25 26 27 28 29 30
July	August	September
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17
23 24 25 26 27 28 29	20 21 22 23 24 25 26	18 19 20 21 22 23 24
30 31	27 28 29 30 31	25 26 27 28 29 30
October	November	December
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17
23 24 25 26 27 28 29	20 21 22 23 24 25 26	18 19 20 21 22 23 24
30 31	27 28 29 30 31	25 26 27 28 29 30 31

# 2001

January	February	March
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17 18
23 24 25 26 27 28 29	20 21 22 23 24 25 26	19 20 21 22 23 24 25
30 31	27 28 29 30 31	26 27 28 29 30 31
April	May	June
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17 18
23 24 25 26 27 28 29	20 21 22 23 24 25 26	19 20 21 22 23 24 25
30 31	27 28 29 30 31	26 27 28 29 30
July	August	September
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17 18
23 24 25 26 27 28 29	20 21 22 23 24 25 26	19 20 21 22 23 24 25
30 31	27 28 29 30 31	26 27 28 29 30
October	November	December
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8	1 2 3 4 5	1 2 3 4
9 10 11 12 13 14 15	6 7 8 9 10 11 12	5 6 7 8 9 10 11
16 17 18 19 20 21 22	13 14 15 16 17 18 19	12 13 14 15 16 17 18
23 24 25 26 27 28 29	20 21 22 23 24 25 26	19 20 21 22 23 24 25
30 31	27 28 29 30 31	26 27 28 29 30 31

## **Tentative Agreement Presented For Ratification 4-27-02**

Inclusively, the parties propose to extend the current CBA, including the 8-14-00 T/A and the following Language T/A's for 18 months. In conjunction with the old agreement and the 8-14-00 T/A, this document shall be in affect until October 31, 2003. Section 22 holiday dates shall be adjusted from 4-30-02 through 10-31-03.

### **U3 Language Proposal, 2-27-02**

**Section 26.** Seniority is defined as length of service with Oxford Automotive, at the Masury, Ohio Plant and shall be applied only as specifically set forth in this Agreement.

**DELETE -** Seniority lists shall be established by the Company and shall be posted on a Bulletin Board in the plants. The seniority lists shall include job classifications and be brought up to date every three (3) months and a copy given to the Chairperson of the Grievance Committee.

**INSERT -** The Company shall give to the Local President, a copy of the entire roster including those who have terminated employment each year. Each quarter, the Company will post an up-to-date seniority roster of all active employees by plant seniority in descending order.

### **U6 Language Proposal, 2-27-02**

**Note - Sections 51 4 and 10 were removed by the parties.**

**New Language**

**Section 51.**

20 Within six (6) months after ratification, booklets will be available for Life, Medical and Dental

### **U9 Proposed Language, 2-21-02**

**Delete Section 2 language, insert Article 6, Section 41 and 42 language as follows.**

**Section 2.** Except as otherwise specifically provided in this Agreement, the Company retains exclusively all the customary and normal functions of management, including, but not limited to, the rights to hire, transfers, promote, suspend or discharge employees, to establish rules to relieve employees from work because of lack of work and to maintain discipline and efficiency of employees, provided that this will not be used for the purpose of discriminating against any member of the Union. Rules which are established unilaterally by the Company are subject to grievance procedure. The Company shall be the exclusive judge and have the exclusive rights of all matters pertaining to the products to be manufactured, the location of the plant or its operations, production and the schedules, the methods and facilities and to change existing methods and facilities. It is agreed that the taking of inventory, including the means, methods, and

*Bill Johnston*  
*Robert D Jones*  
*Dennis M. Barbakow*  
*Tommy J. O'Brien*  
*Ben L. L.*  
*John. Morrison*  
*David Hayden*  
*Joseph C. C.*  
*T. Roosevelt Lee*  
*Dennis R. R.*  
*Randall Cox*

**EXHIBIT B**

personnel to be used is a management accounting function reserved solely and exclusively to management, provided however, laborers' jobs during inventory shall be posted and filled by seniority. The number of employees required by the Company to complete inventory work will be scheduled in accordance with their seniority from among those employees who volunteer to work the inventory period. In the event there are insufficient volunteers, the Company will schedule the employees with the least plant seniority who would be scheduled for that day who are qualified to perform the work.

Delete Article 6, Section 41 and Section 42

**U10 Proposed Language, 2-20-02**

**Section 15. LAYOFF** The Company will furnish in the week in which employees are being laid off, or recalled to work, 32.0 hours of work, provided, however, time lost due to employees not being available for work, strike, work stoppage, power failure, flood, fire, inventory days, Acts of God, or any other situation beyond the reasonable control of the Company shall be considered time worked for the purpose of computing 32.0 hours.

**U16 Proposed Language, 2-27-02**

**Section 25** Employees shall be regarded as probationary employees for the first ninety (90) working days of their employment. After ninety (90) working days have been accumulated, employees will be placed on a seniority list, and shall then be awarded a retroactive seniority date to his/her date of hire.

Employees that have completed ninety (90) working days before or after the effective date of this agreement, shall be entitled to insurance benefits on the first of the month following his/her completion of ninety (90) working days. Also, after the ninety (90) working days, employees shall be entitled to all contractual benefits.

During this period of probationary employment, such employees may be transferred, laid off, or terminated as exclusively determined by the Company.

**Delete - A work day shall be defined as the employee working a minimum of five (5) hours.**

**Add - A work day shall be defined as the employee working a minimum of four (4) hours.**

New hires employed on the same day are issued the next (lowest) clock number in order of their return from completing a pre-employment physical. Even though more than one employee as the same date of hire, the employee with the lowest clock number has the greatest seniority in the event of a layoff, etc.

Probationary employees' hourly rate (wages) shall be three dollars (\$3.00) per hour below the hourly rates during

Bill Johnson  
Robert R. Jones  
Dennis W. Brubaker  
Vincent J. Blum  
Bryon L. L.  
John Napoli  
David Haydel  
Joseph C. C.  
Dorothy L. L.  
Dennis R. R.  
Randall C. C.

their probationary period

**U17 Language Proposal, 2-25-02**

**Section 27.** In case of layoff or recall, where skill and ability are equal among employees involved, seniority shall govern

In the event of a Group 2 one (1) day layoff or less, the Company shall post a sign up sheet for work assignments and select employees to work by total plant seniority. Should an insufficient number of volunteers sign up, the least senior employees shall be worked.

Employees in the bargaining unit are divided into two groups as specifically set forth in the following groups

Employees who are upgraded from Group 2 to Group 1 shall have seniority from the date of entry in the classification transferred to, effective April 17, 1972

**U18/M18 4-19-02**

**Delete – Current Section 29**

**Add New.**

**Section 29. Group 1**

**Seniority.**

Seniority within Group 1, for the purpose of layoffs and recalls, will be first in last out in the same order as the CBA that terminated in 1999 (Seniority began the date the bid was awarded.)

**Job Bidding.**

Employee(s) bidding on a Group 1 classification can not have more than two (2) disciplines on record in a twelve (12) month rotating period. Such employee(s) shall be required to take a technical knowledge test and pass with a minimum of 70%. Previous skill and ability will be considered in determining eligibility. In cases of equal qualifying factors, seniority shall be the deciding factor. If internal applicants cannot qualify, an external candidate will fill the open position.

**Training.**

If the Company determines that a Group 1 employee needs training from an outside source the employee must attend training and complete the full program with a passing grade to remain in the classification.

**U22 Language Proposal, 2-20-02**

**Section 38** The Union recognizes the necessity of and agrees to the distribution of necessary, experienced help through various shifts, irrespective of seniority. Employees may be selected by the Employer to work temporarily on other shifts, but shall be returned to their proper shift when other employees have been trained to do their work. The term "temporarily", as used in this Section, means a period of not

Bill Johnston  
Robert Jones  
Dennis W. Burbake  
Vincent J. O'Brien  
Bryce L. L.  
John Murphree  
David Hayth  
Joseph C. C.  
Dorothy L. L.  
Dana R. R.  
Randall Cox

more than twenty (20) days This period may be extended by agreement between the Employer and the Union Committee

An employee shall be permitted to use his/her total plant seniority to exercise shift preference by displacing an employee with less total plant seniority in the same job classification and department on another shift; thereafter, an employee may exercise his/her shift preference not more often than at six (6) month intervals or until an employee is transferred by the Employer.

**2-22-02, U24 Language Proposal**

Add the following paragraph under the Grievance Procedure before Section 43.

A time limit specified within the Grievance Procedure may be mutually extended, grievance by grievance, prior to its expiration Either party may request extension Such extension request must specify the nature and duration of the hardship dictating the delay

**U27 Language Proposal, 2-27-02**

**ARTICLE IX**

**General**

**Section 51**

20 The Company shall retain its exclusive right to appoint Group Leaders in performing the subsequent job functions

- (a) Instructs operators on the proper methods of performing work
- (b) Distributes work given to him/her by the Company and assigns employees to proper machine(s) in job(s) as directed by management
- (c) Available for assistance to other employees in the department, as necessary
- (d) Performs various job functions within a department, including expediting directives by management in areas of production and quality job duties

**ADD - The Company shall assign Group Leaders in Group 1 and Group 2 with the following understanding: Group Leaders do not possess management rights and shall be removed after documented habitual abuse cited by the Union.**

**U28 Language Proposal, 2-27-02**

**Section 54** The Company reserves the right to close the Plant for one week during the period from June 15 to August 31 of any calendar year The Company will post notice by May 15 of each year, and such notice to specify if the Plant will operate or will be closed one week

*Bill Johnson*  
*Robert R Jones*  
*Dennis W. Baubert*  
*Vincent J O'Brien*  
*By L*  
*John Magallon*  
*David Hays*  
*Joseph Ciccone*  
*Rossvelt Reed*  
*Dan Koch*  
*Randall Cox*

for vacation purposes, together with the date of said vacation period. If the company chooses not to close the plant after so posting, any employee that shows documentation of non-refundable financial obligation or undue hardship dated prior to cancellation, the employee will be permitted the time off with no absence occurrence

Seniority employee(s) vacation requests will be submitted in writing on a form to be provided by the Company prior to January 1 of each contract year

**ADD - Applications will be processed and only necessary employees will be called in to insure seniority assignment of vacation during the scheduling period. Scheduling will be completed by February 28<sup>th</sup> of each year.**

#### **U29 Language Proposal, 2-27-02B**

**Section 62. ADD - The Union EHS Committee will cooperate with Management toward the objective of eliminating accidents and health hazards understanding that the Company shall have the exclusive responsibility for the safety of its employees, however, safety is the responsibility of all Oxford employees.**

It will be the Company's policy to continue to make all reasonable provisions for the safety and health of its employees while in the plants and during the hours of their employment. New employees and employees assigned for the first time to new jobs will be given proper and complete safe job procedures, instructions, and orientation on equipment that they are required to operate. The Company agrees that employees have a right to request the Union Safety Committee Representative check a machine when operator feels the machine is unsafe, however, if the Union Safety Representative feels that the machine is safe to operate, the Union agrees that the operator should start operating the machine immediately. Protective devices and equipment reasonably necessary to protect employees from injury shall be provided by the Company. If mechanical equipment/mechanical protective device safety becomes questionable, the operator must notify his/her supervisor immediately. If disposition of the concern is not satisfactory to the operator who believes eminent danger to life or limb exists, the supervisor will immediately involve the General Foreman, the shift Safety Representative and a qualified Group 1 employee to quickly assist in further assessment of the concern. Consensus of the parties recognizing life or limb threatening dangers will result in discontinuance of the operation until a safe alternative is developed or the mechanical concerns repaired. Environmental issues are excluded from the proceeding procedure. A monthly safety tour of the plant, with a meeting to follow, shall be conducted with two (2) Union Representatives, as appointed by the Union and two (2) Management Representatives.

Bill Johnson  
Robert D Jones  
Dennis W. Baubae  
Van cent 18' Block  
Bry L  
John Morante  
David Hayph  
Joseph Ciccone  
Prosser L  
Dund Lockman  
Randall Cox



**U33 Language Proposal, 2-27-02**

**DELETE**

**MEMORANDUM OF UNDERSTANDING**

**TO:** Union Members of United  
Steelworkers of America  
Local 1618-2

**DATE:** May 1, 1999

**SUBJECT:** 5 DAY WORK WEEK

In the event the Company elects to return to a given five (5) day work week, the Union and the Company collectively agree to reinstate all language of the previous labor agreement dated February 11, 1996 to April 30, 1999

**Subject**

Layoffs, Article III, Section 15, Page 6  
Hours of Work, Article IV, Section 20, Page 7  
Overtime premiums, Article IV, Section 21, Pages 8 and 9  
Paid Holidays, Article IV, Section 22, Pages 10 and 11  
Weekend Sign-offs, Article IV, Section 24, Pages 12 and 13  
Unpaid Excused Days, Article IV, Section 24, Page 13  
Paid Breaks, Article IV, Section 25, Page 13  
Overtime, Memorandum of Understanding dated February 11, 1996, Pages 53 and 54  
Attendance Program, Reinstate old attendance program dated September 3, 1993, Pages 54 and 55 or modify new Attendance Program on agreement between the parties

**U37 Language Proposal 2-27-02**

**Change Progressive Discipline**

**MASURY, OHIO PLANT RULES AND REGULATIONS**

**14 Leaving the Plant WW 3 DDLO D**

during scheduled working hours

without express approval by the proper supervisor

**U40 Language Proposal, 2-25-02**

**Add the following paragraph to the end of S36:**

**Seniority employees shall have up to three (3) consecutive working days to reconsider their decision to relinquish his/her rights to a bid job. Such forfeit of the classification shall become permanent for a twelve (12) month period.**

*Bill Johnston*  
*Robert D. Jones*  
*Dennis W. Burbaker*  
*Vincent J. O'Brien*  
*Ben L.*  
*John Napulga*  
*David Hayd*  
*Joseph C.*  
*Roosevelt King*  
*Dan Rabin*  
*Randall Cox*

U41 Language Proposal, 2-27-02  
NEW LANGUAGE CHANGE  
MEMORANDUM OF UNDERSTANDING

C TESTING AND PROCEDURES

- 4 Testing for alcohol or other drug substances shall be conducted under the following conditions
- (a) As required by Federal and/or State Department of Transportation (DOT) regulations
  - (b) Pre-employment physical examination
  - (c) Physical examination following drug or alcohol rehabilitation.
  - (d) Return to work as specified within Section 51, #9.

Probable Cause

- (a) Based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job.
- (b) Involvement in a serious accident or incident on Company premises where as part of an immediate and routine investigation, there is reason to believe that drugs or alcohol may have contributed to the cause of the accident or incident.

Such belief may be based upon the smell of alcohol, slurred speech, staggering gait and/or abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Whatever the observation, it shall be made by two persons and documented in writing with copies supplied to the union. This applies to (a) and (b) Probable Cause only

*Bill Johnson*  
*Robert D. Jones*  
*Dennis W. Brubaker*  
*Vincent J. Black*  
*Ben L.*  
*John Napoletano*  
*David Hayden*  
*Joseph Cicco*  
*Rowell Lee*  
*Dwight Lukens*  
*Randall Cox*

M4 Language Proposal, 2-27-02

Section 3. The term "employee" as used in this Agreement shall include all production and maintenance employees and inspectors, but excludes office clerical employees, professional employees, guards and supervisors as defined in the Labor Management Relations Act of 1947, as amended

M11 Language Proposal, 2-27-02

Section 34 Employee(s) shall be required to furnish his/her correct address and phone number on the appropriate three (3) part forms provided by respective supervision upon request. After

(  
completion, the employee should retain the third part of the form for personal records but must submit the first and second parts of the form to a member of the Personnel Department. The second part of the form will be placed in the Union mailbox.

**M16 Language Proposal, 2-27-02**

**Section 51.**

**Eliminate - 4** Employees receiving a Red Circle rate shall be granted all general rate increases

**M18 Proposed Language, 2-25-02**

**Section 51.**

- 9 Employees absent from employment for a period of two (2) or more weeks due to illness, injury, or leave of absence must be examined by the Company doctor before returning to work. Those having surgery, except for teeth, must be examined by the Company doctor regardless of time lost.

**Delete -** Employee shall present an attending physician's release form, which can be obtained from the nurse, safety office, or personnel office. This completed form must be presented at the personnel office some time during the week prior to the day you are to return to work.

**Add -** A previously disabled employee shall present the attending physician's release form to the Personnel Department who will arrange examination by the Company doctor prior to scheduled return. Employees returning from leave of absence must make arrangements with the Personnel Department to be examined by the Company doctor prior to scheduled return. In both cases the employee will provide a copy of the Company doctor release to the immediate supervisor upon return to work.

**M19 Language Proposal, 2-27-02**

**Section 51.**

**DELETE - 10** Employees returning to employment from illness, injury, or leave of absence are to report directly to the Company nurse at the first aid room before resuming their regular work schedule

**M22 Language Proposal, 2-27-02**

**Section 58.**

- (a) Employees returning to work for the Company from service in the Armed Forces Reserve or National Guard duty shall be credited for the actual number served, **eight (8)** hours per day (shift), not to exceed one thousand and eight

Bill Johnson  
Robert D. Jones  
Dennis W. Beubner  
Vincent J. O'Brien  
Bry L. L.  
John Rayburn  
David Haydt  
Joseph C. Curren  
Roosevelt Kempf  
David L. L.  
Randall Cox

(1,008) hours worked for the calendar year in which they return

Paid Holidays and Union time shall be counted as time worked in computing the one thousand and eight (1,008) hours to be eligible for vacation payment.

**M27 Language Proposal, 2-27-02**

**Change 4 to 5 DDLO**

**MASURY, OHIO PLANT RULES AND REGULATIONS**

		1 <sup>st</sup> 5 <sup>th</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
		Offense	Offense	Offense	Offense
<u>Offense</u>	<u>Offense</u>				
16	Leaving the job area	VW	WW	(1)DDLO	
(5)DDLO	D				
	during working hours				
	without permission or reasonable excuse				
17	Careless workmanship	WW	(1)DDLO	(3)DDLO	
(5)DDLO	D				
18.	Violating Company	VW	WW	(3)DDLO	
(5)DDLO	D				

Bill Johnson  
Robert D. Jones  
Dennis W. Bauba  
Vincent J. O'Brien  
Bryant  
John Alarick  
David Haydel  
Joseph C. Cramer  
Rosenvelt Best  
Dana Perkins  
Randall Cox

**CLOSING AGREEMENT**  
**BETWEEN**  
**OXFORD AUTOMOTIVE AND THE UNITED STEELWORKERS OF AMERICA**

This Closing Agreement made and entered into this 2nd day of September, 2003 by and between Oxford Automotive (The 'Company'), its parents and affiliates, and the United Steelworkers of America, representing Local 1618 (the "Union"), shall apply to the termination of operations at the Company's plant located at County Road #26 P O Box 157 Masury, Ohio 44438 The Collective Bargaining Agreement dated May 1, 1999 and extended April 27, 2002 (the 'CBA') shall not be modified by this Closing Agreement and all rights and obligations shall remain in effect through 10-31-03

The parties acknowledge that this Agreement has been reached after due notice and bargaining and an opportunity to raise all issues on severance pay, grievances and CBA application. Disputes over the meaning or application of this Closing Agreement may be submitted to arbitration procedures (FMCS) currently contained in the CBA that will terminate on 10-31-03

Severance will be paid by the end of the second pay period after the date of this agreement to employees identified by Exhibit A. Thereafter, weekly meetings between the Local President, the Local Chairman, the Plant Manager and the Human Resources Manager will evaluate manpower requirements for remaining activities in effort to maintain maximum efficiency while providing timely Severance Payments to the remainder of eligible employees prior to the termination of the CBA on 10-31-03. For the purpose of Severance calculation, the rate of the active eligible employee on 1-1-03 will be utilized. For the purpose of Severance calculation, the Press Operator Forming rate will be utilized for an inactive eligible employee on 1-1-03

When Severance is paid eligible 2004 vacation will also be paid in a separate check based upon accrued 2003 work hours as specified in the current CBA

The Company agrees it will not contest unemployment insurance claims by employees terminated due to the Closing if such individuals are entitled to benefits as provided by law. Oxford Automotive recognizes that Severance payments were agreed upon to cushion the impact of a closing, therefore not considered wages

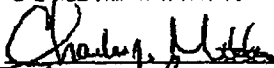
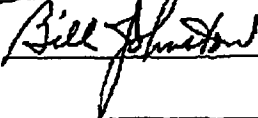
Employees terminated in conjunction with the Closing will have coverage under the group health and dental plans as specified within the CBA however all coverage will conclude with the termination of the CBA on 10-31-03. Upon conclusion of CBA company contributions or 10-31-03 COBRA will be offered.

Employees terminated in conjunction with the Closing may make application for employment at another Oxford Automotive facility. Applicants will be given equal consideration with any and all other applicants


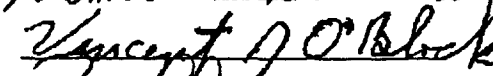
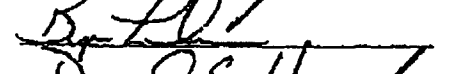
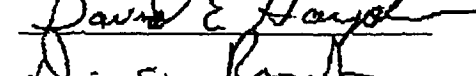
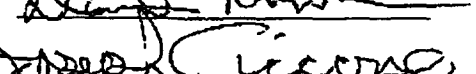
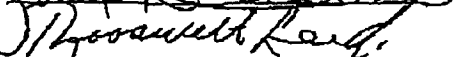
The parties agree that this Closing Agreement constitutes all terms and understanding pertaining to the application of the CBA during closing and its termination on 10-31-03

Dated this 2nd day of September 2003

**COMPANY REPRESENTATIVES**

**UNION REPRESENTATIVES**

**EXHIBIT C**

Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Joc Sec No / Birth Date	Priority Date / Phone	Status
0015	Richard Marriotti 505 S Walnut St Sharpsville PA 16150	164-38-0209 05/16/45	07/09/64 (724)962-2005	address chg 9/21/99
0031	Wayne G Turner 224 Ormond Ave Sharon, PA 16146	181-30-4536 05/18/40	02/05/65 (724)346-1238	
0111	John W Reeder 505 Courtney Mill Rd Grove City PA 16127	165-40-6313 03/08/49	01/08/68 (724)458-6624	
0120	Vincent J O'Block 2115 Woodcrest Ave Youngstown OH 44505	270-48-8259 06/02/49	06/24/68 (330)746-1548	
0138	Russell D Humphrey 3452 Beechwood Dr Hubbard, OH 44425	232-70-1799 02/15/45	07/08/68 (330)534-9563	
0314	Ida M Lampkins 929 Baldwin Ave Sharon, PA 16146	149-34-2226 03/08/41	11/11/68 (724)346-2827	
0349	LaVerne Axel 6537 Rosser Ave Hubbard OH 44425	298-48-5691 06/25/48	12/09/68 (330)534-2639	
0584	Nina L Shingledecker 562 Nellie St SE Apt 2 Masury, OH 44438	178-42-0120 07/16/49	04/22/69 (330)448-2293 (724)346-5273 Jim	address chg 9/21/99
0605	Charles Kohut 356 White Ave Sharon PA 16146	163-32-3591 08/30/39	04/28/69 (724)981-4048	
0672	James L Shingledecker 4450 Morefield Rd Hermitage PA 16148	190-42-4793 08/29/50	06/05/69 (724)346-5273	
0787	Thomas E Sanson 832 Standard Ave S E Masury OH 44438	289-52-8457 11/15/51	06/15/70	
0795	Donald C Kuhns 2013 Leesburg Grove Mercer PA 16137	165-46-7622 08/12/51	06/01/71 (724)748-3881	
0840	Charlotte A Miller 114 Flowers Ave Sharon, PA 16146	169-38-0164 08/28/46	11/03/71 (724)342-0547	
0875	Norma M Tatum 98 Lilburne Youngstown OH 44505	183-34-0093 11/01/42	03/20/72 (330)744-5901	
0912	Kenneth R Messina 418 Brooklyn St Sharon PA 16146	160-46-3168 03/31/54	05/03/72 (724)342-7816	

Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Joc Sec No / Birth Date	Seniority Date / Phone	Status
0947	Harriet J Brown 6881 Chestnut Ridge Hubbard OH 44425	181-44-7081 08/11/48	08/15/72 (330) 534-6042	
0963	Oma Whitt 312 N Hyde Ave Niles, OH 44446	407-52-5901 02/14/39	09/05/72 (330) 652-9139	
0980	Patricia M Kowalsky 910 Crestwood Brookfield OH 44403	195-46-1514 06/25/53	09/25/72 (330) 448-6899	
1000	Betty L Taranto 2398 Rutledge Rd Transfer, PA 16154	172-30-5511 12/20/37	02/19/73 (724) 646-1066	
1034	John M Swetz 572 Bedford Rd West Middlesex, PA 16159	302-56-4026 05/29/55	06/13/73 (724) 528-1916	shelia ss#
1042	Russell L Porterfield 472 Curtis St Sharon, PA 16146	160-46-3136 07/14/54	08/01/73 (724) 981-4967	
1077	Yvonne Koufou 424 Indiana Ave Farrell Pa 16121	190-42-4991 08/03/52	08/21/73 (724) 347-7162	
1085	Victoria A Hedglin 316 Superior St Hermitage, PA 16148	181-44-6439 06/23/52	08/24/73 (724) 347-7840	---
1114	Amy L Mymo 650 Nebraska Niles OH 44446	278-56-8890 06/16/54	09/04/73 (330) 652-9475	
1157	Patricia E Harris 619 French St Farroll, PA 16121	200-40-2782 03/18/50	09/14/73 (724) 981-5455	
1202	Bruce C Kowalsky 910 Crestwood Ave Brookfield, OH 44403	162-48-8158 08/18/55	09/21/73 (330) 448-6899	
1237	Lois J Peterson 632 Spruce Ave Sharon, PA 16146	168-26-8607 05/03/33	10/08/73 (724) 981-8909	
1261	Beverly J Norris 1019 Broadway Ave SE Masury OH 44438	188-40-7172 09/29/45	11/05/73 (330) 448-1664	
1309	Gwendolyn Bell 163 Euclid Blvd Youngstown OH 44505	186-46-3104 09/26/55	01/23/74 (330) 759-8817	
1325	Kathleen Porsch 107 Minnick Dr Hermitage PA 16148	186-46-3670 04/07/53	02/25/74 (724) 346-4909	

Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Loc	Sec No	/ Birth Date	Priority	Date	/Phone	Status
1333	Shelley L Gansca 160 Case Ave Sharon PA 16146			162-48-8385 12/24/53		03/04/74 (724) 981-3737		
1341	Bertha M Blue 564 Baldwin Ave Sharon PA 16146			163-42-2757 07/14/51		03/04/74 (724) 981-7280		
1376	Bettie R Miller 326 Mitchell Rd West Middlesex PA 16159			167-36-4094 01/29/45		04/05/74 (724) 528-3052 (724) 528-9750 Greenhouse		
1430	Robert P Bathory 101 Elmwood Ave Hubbard OH 44425			269-60-7648 03/25/56		05/15/74 (330) 534-0493		
1455	Ralph D Rhodes 39 Charleston Rd Mercer PA 16137			198-38-4126 12/21/49		12/14/74 (724) 981-7548		
1464	Richard L Gaines 4997 Youngstown-Conn Burghill OH 44404			278-56-8326 04/08/56		01/16/84 (330) 772-2845		
1477	Brian J Kedrick 14 Hogue Drive West Middlesex, PA 16159			171-58-4271 03/23/62		09/04/91 (724) 528-3838		
1501	Richard F Hosfelt Box 70 Club House Dr West Middlesex, PA 16159			163-56-2226 10/25/62		04/15/86 (724) 528-0633		
1512	Elmer L Wickline 57 N Race Street Greenville, PA 16125			186-46-1456 09/26/54		04/16/86 (724) 588-1343		
1534	Norman E Hollister 3077 Cadwallader Son Cortland OH 44410			270-70-1438 04/05/60		05/19/86 (330) 637-3302		
1688	John E Napoliton 116 Hamilton Ave Farrell PA 16121			166-56-0409 04/05/65		10/10/87 (724) 981-5798		
1699	William F Williams 40 Grange Rd New Wilmington, PA 16142			180-52-7543 11/11/60		01/06/88 724-946-3351		
1700	David M Crislip 2236 Kelly Road Hermitage, PA 16148			294-64-7378 12/24/62		04/07/88 (724) 962-7916	(724) 456-1433	
1711	Edward P Burdette 41 Milton St PO Box Clark PA 16113			173-48-5864 01/07/56		04/11/88 (724) 962-2327		
1722	Joseph Ciccone 731 Crowder Sharon PA 16146			183-48-4916 11/30/57		05/23/88 (724) 347-4062		



## Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Loc Sec No / Birth Date	Seniority Date / Phone	Status
1733	Charles E Robinson 6295 Haynes South Road Kinsman OH 44428	165-60-7162 07/02/63	05/23/88 (330) 924-0476	Hea 394
1766	David Cheza 6484 Sharon Stewart Hubbard OH 44425	273-74-5163 04/15/67	08/17/88 (330) 534-4027	
1788	Roosevelt Lee 755 Detroit Ave Youngstown OH 44502	196-56-5686 12/24/67	08/21/88 (330) 788-9997	
1799	Mark Ryser 8230 Pound Rd Hubbard OH 44425	289-42-7238 04/08/62	08/22/88 (330) 534-3306	
1811	Thomas B Plummer 439 Malleable St Sharon, PA 16146	210-60-4709 09/08/63	08/22/88 (724) 346-6778	
1822	Edward S Gill 217 E Liberty St Hubbard, OH 44425	190-56-6063 05/22/64	08/22/88 (330) 534-5875	
1833	Mark A Swartz 8036 Lincoln St Masury OH 44438	271-78-6105 04/15/65	08/22/88 (330) 448-0117	
1899	George R Moss 3125 Tamarack Dr Sharpsville PA 16150	273-80-1501 06/03/69	10/12/88 (724) 962-2052	
1933	Gregory A Wilson 254 Olson Rd Stoneboro PA 16153	199-38-1937 08/18/62	10/26/88 (724) 376-2157	
1999	Gregory A Fritz 411 Rhoda Avenue Youngstown OH 44509	300-52-6913 11/22/60	11/02/88 (330) 793-0848	
2022	James H Klingensmith R 607 Franklin Ave Ellwood City, PA 16117	196-34-4147 11/10/43	02/06/89 (724) 752-3367	
2044	Emery R Nadzan 2641 Sussex St S E Warren OH 44484	298-46-5068 09/07/47	04/07/92 (330) 369-4657	
2122	Perry L Lancaster 415 Scott Ave Niles OH 44446	283-74-9830 04/16/63	04/13/92 (330) 652-6831	
2166	Richard L Queale 3334 Tanya Ave N W Warren OH 44485	286-38-1795 10/13/42	04/21/92 (330) 898-6411	Discharged 4/17/0 rtw 5/2/02
2200	James E Myers 3338 Niles Rd Warren OH 44484	183-46-8204 12/16/56	04/27/92 (330) 369-5728	

Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Loc Sec No / Birth Date	Seniority Date / Phone	Status
2833	Dan J Buchman 471 Service Ave Sharon PA 16146	163-42-3477 04/06/49	01/12/93 (724) 981-5336	
2866	Judy Dean 3531 Champlain Youngstown OH 44502	277-70-1665 11/07/59	01/14/93 (330) 755-1639	cell 559-4447 330-782-5178 mom
2877	James L Herod Jr 298 Upland Ave Youngstown OH 44504	281-66-2408 01/10/66	01/14/93 (330) 743-0862	Ischarged 3-14-0 rtw 3-28-02
2899	Eugene J Zrelia Jr 1306 St Rt 7 N E Brookfield OH 44403	206-50-9537 08/13/58	02/01/93 (330) 448-1886	
2911	David M Rocknic 1275 Woodhurst Blvd Youngstown OH 44515	275-50-2244 03/04/51	02/01/93 (330) 793-4435	
2988	Carl L Kumer 125 South Bank St Cortland OH 44410	262-78-8343 11/02/45	03/08/93 (330) 638-2536	
3200	Lemuel W Wansley Sr 849 Terra Alta NE Warren, Ohio 44483	203-34-4210 11/25/43	08/23/93 (330) 372-3135	
3222	David J Maliner 345 Collar Price Rd Brookfield OH 44403	281-46-5073 04/05/50	10/18/93 (330) 448-6598	
3244	Darren M Goodin 6637 Struthers Rd Poland, OH 44514	270-70-2272 11/17/69	10/18/93 (330) 536-6063	
3266	Charles W Luna 6694 State Rt 5 Up Kinsman, OH 44428	281-72-4637 01/10/71	10/19/93 (330) 924-3015	(330) 507-2965 beel71@hotmail
3299	Teresa A Sanders 753 Glenwood Warren OH 44483	293-70-8623 01/03/62	11/03/93 (330) 372-6488	
3311	Russell I Norwood 2187 Ross Lane Espyville, PA	368-80-1984 03/20/68	11/08/93 (610) 781-7516 cell (724) 927-9792 412	parents home
3333	Robert A Flannery 35 Cardinal Drive Hiram OH 44234	407-04-7691 04/29/68	11/09/93 (330) 834-0968	
3355	Linda C Stinson 2545 Romar Dr Hermitage PA 16148	160-46-3561 12/07/52	11/10/93 (724) 347-3231	
3455	Lady Melfi 4530 Nantucket Dr Apt 5 Austintown OH 44515	270-48-9426 12/05/50	12/08/93 (330) 799-1375	

Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Joc Sec No / Birth Date	Seniority Date /Phone	Status
2233	James M McGraw 87 Gladstone Ave Campbell Ohio 44405	420-60-7366 03/20/47	04/28/92 (330)743-8055	
2266	David E Hayden 1000 Liberty Blvd #101 Cortland, OH 44410	229-11-8699 11/24/61	05/04/92 (330)637-5114	
2277	Walter L Jones 226 W Prospect St Girard OH 44420	258-68-6703 04/15/43	05/05/92 (330)545-0440	
2300	Larry E Mott 5943 Amy-Boyle Rd Brookfield OH 44403	284-74-5955 06/21/63	05/06/92 (330)448-2001	
2311	Donald M Michaels Jr 1977 Sharon-Hogue Rd Masury, OH 44438	285-58-0522 09/07/71	05/06/92 (330)448-7928	discharged 3/30/01 REINSTATED whole 07-17-02
2477	Keith A Whittaker 1380 Salt Springs Rd Mineral Ridge OH 44440	301-80-9369 01/20/68	06/11/92 (330)544-4248	
2544	Michael Steger, Jr 4253 New Road Austintown, OH 44515	287-36-1264 12/18/41	11/16/92 (330)793-8797	
2633	Joseph M Manna 8207 Venice Dr Warren OH 44484	277-54-0559 03/06/53	11/23/92 (330)856-3201	
2700	Norman E Yannucci 7672 St Rt 88 Kinsman, OH 44428	286-60-9335 10/31/60	11/23/92 (330)772-8100	
2733	Mark W Salgado 4082 Brookside Drive Warren OH 44483	282-56-4212 05/25/56	11/30/92 (330)847-8123	
2744	Thomas A Tobias 1175 McMyler St Warren OH 44485	170-36-1969 01/08/47	11/30/92 (330)399-6630	
2755	Tamara L Thomas 4564 Rhode Island Apt 7 Austintown, OH 44515	298-84-9516 06/15/71	12/03/92 (330)793-5285	
2766	Dennis W Johnson Sr 242 Joshua Dr Brookfield OH 44403	298-46-5489 07/28/47	12/03/92 (330)448-1776	wife s work # Dr Mack 330-44
2799	William R Lewis 6214 Burnett St Leavittsburg OH 44430	295-42-3021 08/13/47	12/07/92 (330)898-7454	
2800	James H Elliott 498 Baldwin Ave Sharon PA 16146	173-48-5357 10/20/54	12/07/92 (724)983-8257	

## Oxford Automotive      Masury Division      Name/Address/Phone List

Emp#	Name/Address	Soc Sec No / Birth Date	Seniority Date /Phone	Status
3466	Ronald L Morgan 3103 Starlight NW Warren OH 44485	281-44-6981 12/26/47	12/14/93 (330) 898-0428	
3499	George H Woolensack 7592 Chestnut Ridge Road Hubbard OH 44425	286-56-8812 03/11/68	12/14/93 (330) 506-4812	
3555	Kimberly L Reddix 210 Elruth Ct #69 Girard OH 44420	167-58-5933 04/21/64	02/07/94	
3700	R S Pachell 3629 Oakview Dr Girard OH 44420	271-66-9789 05/21/69	03/28/94 (330) 530-1059	
3811	Robert D Thompson 504 Emerson Ave Farrell PA 16121	301-36-9679 10/09/41	04/22/94 (724) 342-2354	
3955	Gene D Easterling P O Box 1183 Hermitage PA 16148	173-56-0752 05/08/72	06/06/94 (724) 347-5449 <del>724-813-5823</del>	
4055	Jesse L Wayne 714 Beechwood Ave Farrell PA 16121	186-36-4677 03/30/45	06/20/94 (724) 981-4291	
4088	Marie E Wild 969 Keefer Road Girard OH 44420	279-54-4453 10/14/53	<del>10/10/94</del> (330) 539-4418	
4122	Adele M Dolan 2302 Oak Trace Dr Youngstown OH 44515	292-44-1427 10/11/46	10/11/94 (330) 793-6751	
4133	Alexander Cromartie 262 Malleable Street Sharon PA 16146	238-66-0230 07/05/41	10/13/94 (724) 342-7784	
4155	Michael W Saban 1486 Standard Ave SE Masury OH 44438	295-80-5802 11/29/67	10/17/94 (330) 509-3637	
4199	Kathy L Clifton 217 E Liberty St Hubbard OH 44425	283-68-5065 10/14/60	10/31/94 (330) 534-5875	
4288	Wayne J Minor 918 Frederick St Niles OH 44446	296-60-9733 06/14/66	11/08/94	(330) 544-1677
4311	Paul H Campoli 1770 Pine Hollow Blv Lot 4 Hermitage PA 16148	184-56-0056 06/03/61	11/14/94 (724) 346-2599	

## Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Loc Sec No / Birth	Seniority Date / Phone	Status
4444	Pamela S Rodondi 613 Service Ave Sharon PA 15146	200-50-0405 05/19/58	12/05/94 (724)982-0558 friend (330)448-4301	
4499	Adele M Giansante 358 S Edge Hill Ave Austintown OH 44515	279-68-2639 07/09/60	12/07/94 (330)779-0102	
4511	Denise M Schulte-Haddle 4587 Rhode Island Dr Youngstown OH 44515	276-70-6761 10/28/62	12/13/94 (330)797-0022 DO NOT GIVE OUT	
4544	Robert H Thompkins Sr 182 Lilburne Dr Youngstown OH 44505	279-46-2718 09/02/46	01/03/95 (330)744-1718	
4622	Mary Elizabeth Tucker 4505 Berkshire Dr Apt 5 Warren OH 44484 CURRENTLY ON LAY OFF	112-42-2519 12/03/48	01/10/95 (330) 609-7072	
4711	Phyllis L Jones 27 Louise Lane Girard OH 44420	190-32-1441 08/03/41	01/23/95 (330)539-5350	
4900	Randall A Cox 1380 Salt Springs Road Mineral Ridge OH 44440	290-78-1664 09/06/65	05/01/95 (330)544-4087	
4944	Mark A Fox 8050 Thomp/Sharps Rd Masury, OH 44438	<del>181-44-7052</del> 05/13/57	05/10/95 (330)448-6264 (330)448-7819	cell phone (330)540-3454
5055	Guy L Simpson 6003 Sharon-Stewart Rd Hubbard OH 44425	290-78-7643 01/20/66	06/05/95 (330)568-1919 (330)770-6442 cell	
5088	Frank D Chandler Sr 6314 Youngstown Rd S E Hubbard OH 44425	223-56-2678 01/13/44	06/06/95 (330)534-3308	
5100	Debbie E Larry 162 W Warren Ave Youngstown, OH 44507	151-54-8697 07/25/60	06/12/95 (330)746-4532	mom's address 107 E Judson A (330)788-4232
5155	Christina A Scott 4024 Sodom-Hutchings Cortland OH 44410	282-76-8441 04/10/65	06/26/95 (330)638-7939	330-717-4515 cell phone
5200	Stacey L Duvall 3505 Basil St Hermitage Pa 16159	286-76-4437 05/07/66	07/10/95 (724)346-3710	
5211	Robert F Marsteller 34 1/2 Mackey Hubbard OH 44425	286-60-6538 12/29/68	07/10/95 (330)534-0561	330-534-3669
5300	Tammy S Barnes P O Box 108 Brookfield, OH 44403	188-54-6873 11/03/60	08/28/95 (330)448-8035 (330) 448-2519	all (330)565-094 (724) 342-1582

## Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Joc Sec No / Birth Date	Seniority Date / Phone	Status
5444	Nicole C Joseph 3304 Glenwood Ave Youngstown OH 44511	268-84-3123 12/05/67	10/23/95 (330) 788-7784 cell 330-518-8485	
5488	Claudia Cottle 684 Prindle St Sharon PA 16146	179-56-8025 01/09/63	10/30/95 (724) 342-3680	(724) 981-0453
5533	Darren J McClave 1349 Scrubgrass Rd Mercer PA 16137	005-80-8384 04/22/70	11/07/95 724) 662-3302 - parent	laid off 7-19-01 recalled 9-17-01
5555	Diana I Trella 2041 Wakefield Ave Youngstown OH 44514	290-54-0185 02/26/53	11/08/95 (330) 965-0139	laid off 7-19-01 recalled 9-17-01
5577	Gerald E Whalen 709 Bedford Rd SE Brookfield OH 44403	204-36-7893 08/07/44	11/09/95 (330) 448-6417	laid off 7-19-01 recalled 9-17-01
5666	Ila James 4182 New Rd Austintown OH 44515	179-56-1794 01/20/65	12/11/95 (330) 792-0905	laid off 7-19-01 recalled 9-17-0
5677	James V Perline 5461 Ridge Rd Cortland, OH 44410	302-84-7575 11/22/70	12/13/95 (330) 638-0015	laid off 7-19-01 recalled 9-17-01
5700	Ronald R Blough 1202 Negley St Farrell PA 16121	200-40-4812 12/30/48	12/15/95 (724) 346-2429	laid off 7-19-01 recalled 9-20-0
5733	Jean J Riddle 7666 Micawber Dr N E Warren OH 44484	227-66-2684 06/16/49	12/19/95 (330) 856-6753	laid off 7-19-01 recalled 9-20-01
5766	Tracy D Rosile 7430 Chestnut Rdg Rd Hubbard OH 44425	280-74-2161 12/26/62	01/03/96 (330) 534-9727	laid off 7-19-01 recalled 9-20-01
5777	Gerald M Skarote 6226 Apache Lane Poland, OH 44514	277-38-0588 05/16/43	01/03/96 (330) 757-1748	laid off 7-19-01 ecalled 10-01-0 laid off 6-7-02
5799	Denise Deans 1130 Waugh Dr Hubbard OH 44425	277-54-0484 05/19/56	01/03/96 (330) 534-3576	laid off 7/19/01 recalled 4-8-02 laid of 6-7-02
5899	Byron L Armour 4523 Deer Creek Court Apt 4 Austintown, OH 44515	270-82-7367 11/07/69	01/08/96 (330) 743-8372 792-1762	
5900	Joe T Ward 165 Princeton Ave Youngstown OH 44507	030-38-1514 05/25/48	01/08/96 (330) 788-9788 (330) 519-6715 - cell	laid off 7/19/01 recalled 4-8-02 laid off 6-7-02
5911	Karen M Miller 564 S Albright McKay Brookfield OH 44403	291-62-5057 05/21/66	01/08/96 (330) 448-0875	laid off 7/19/01 recalled 4-8-02 laid off 6-7-02

## Oxford Automotive Masury Division Name/Address/Phone List

Emp#	Name/Address	Loc Sec No / Birth Date	Seniority Date /Phone	Status
4966	Thomas C Zirkle 1865 Valley Blvd Niles OH 44446	273-64-1637 04/09/72	01/15/96 (330)544-5503	laid off recalled 4-8-02 laid off 6-7-02
5000	Glen S Ostrowski 542 7th Street Struthers OH 44471	287-80-0123 08/02/69	01/30/96 (330)755-5299	laid off 7-19-01 recalled 4-15-02 laid off 5-4-02
6155	Richard A Gallagher 452 5th St Struthers OH 44471	271-76-0982 01/31/62	02/21/96 (330)755-4715	laid off 7/19/01 recalled 4-15-02 laid off 5-4-02
6277	Thomas J McKnight 41 Zents Ave Youngstown OH 44505	297-66-7937 11/09/58	02/23/96 (330)743-7221	laid off 7/19/01 recalled 4-22-02 laid off 5-4-02
6311	Stephen N Zitkovich Jr 1245 Lake Macachee Dr Boardman OH 44511	292-58-2063 05/10/63	02/23/96 (330)793-3714	laid off 7/19/01 recalled 4-15-02 laid off 5-4-02
6366	Michael J DiGiacomo 324 Whipple Ave Campbell OH 44405	282-60-4842 12/15/56	02/26/96 (330)755-6082	laid off 7/19/01 recalled 4-15-02 laid off 5-4-02
6377	William W Demler 5241 Rockwell Road Youngstown, OH 44515	272-52-2631 05/06/57	02/28/96 (330)799-8463	laid off 7/19/01 recalled 4-17-02 laid off 5-4-02
6400	Michael J Anania 947 Cameron Ave Youngstown OH 44502	293-68-0584 10/03/59	02/29/96 (330)743-3721	laid off 7/19/01 recalled 4-15-02 laid off 5-4-02
6411	James L Payne 3023 Frederick Dr Ap Youngstown OH 44505	290-40-7292 01/17/48	02/29/96 (330)759-2807	laid off 7/19/01 recalled 4-15-02 laid off 5-4-02
6433	Eremio Nerone 2610 E So Range Rd New Springfield, OH 44443	283-68-1761 07/11/47	03/01/96 (330) 549-5232	laid off 7-19-01 recalled 4-15-02 laid off 5-4-02
6633	Carol J Morgan (Edwards) 3103 Starlite NW Warren OH 44485	271-38-0802 04/06/43	03/26/96 (330)898-0428	laid off 1-5-01 recalled 4-22-02 laid off 5-4-02
6655	Benjamin J Watson 334 Imperial St Youngstown, OH 44509	292-38-1830 01/29/44	03/27/96 (330)792-0139	laid off 1-5-01 recalled 4-22-02 laid off 5-4-02
6755	Ellwood R Garland 223 Churchill Rd Girard OH 44420	229-76-4741 09/11/54	04/09/96 (330)545-0505	laid off 12-8-00 recalled 4-22-02 laid off 5-4-02

## Oxford Automotive Former Employee Claims

Name	SSN	Grievance No	Subject of Gr	Severance Pay	Back Pay	Total
Blough, Ronald	200-40-4812	2003-12	wrongful termination	\$10,416 00	0	\$10,416 00
Cataffa, Josephine	297-38-6798	2002-71	wrongful termination	10,416 00	0	10,416 00
Chaney, Faith		2002-34	wrongful termination	10,416 00	0	10,416 00
Deans, Denise	277-54-0484	2003-17	wrongful termination	10,416 00	0	10,416 00
Dugan, Susan		2002-36	wrongful termination	10,416 00	0	10,416 00
Johnson, Rodney	275-44-4262		wrongful termination	11 904 00	0	11,904 00
Means, Gerald	204-36-8268	2002-94	wrongful termination	10,416 00	0	10,416 00
Michaels, Donald	285-58-0522	2003-20	wrongful termination	11,904 00	\$16,217 60	28,121 60
Pachell, Nancy	186-44-2953	2002-45	wrongful termination	11,904 00	0	11,904 00
Yeager, Pamela		2002-01	wrongful termination	10,416 00	0	10,416 00
Zreliak, Eugene	206-50-9537	2003-13	wrongful termination	11,904 00	0	11,904 00
--- Grand Total ---						<b>\$136,745 60</b>

## EXHIBIT D



LAW OFFICES OF

Schwarzwald & McNair LLP

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1300 East Ninth Street  
Cleveland, Ohio 44114-1503  
(216) 566-1600  
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Amy M. Montana  
Melissa E. Barrows

January 17, 2005

BY UPS OVERNIGHT DELIVERY  
TRACKING NO 1Z F6W 048 22 1001 460 2

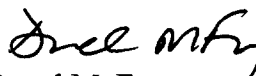
Oxford Automotive, Inc  
c/o BMC Group  
1330 East Franklin Ave  
El Segundo, CA 90245

Re Oxford Automotive, Inc  
USBC ED Mich Case No 04-74377

To Whom It May Concern

Enclosed is the original and one copy of the Proof of Claim of the United Steelworkers of America, AFL-CIO, CLC with regard to the above-captioned proceeding. Please file the original, file-stamp the copy and return it to me in the self-addressed, postage prepaid envelope. Thank you.

Very truly yours,



David M. Fusco

DMF pcg

Enclosures

c Mr. David R. McCall, with enclosure  
Mr. Dennis Brubaker, with enclosure  
David R. Jury, Esq., with enclosure

GL001/163/corr/Oxford