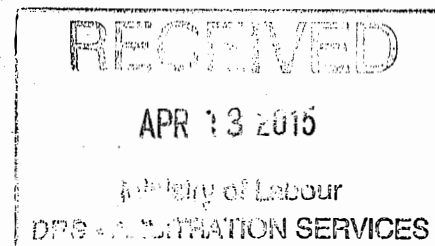


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**IN THE MATTER OF AN ARBITRATION
PURSUANT TO A COLLECTIVE AGREEMENT**



BETWEEN:

AUTRANS CORPORATION

"the Employer"

-and-

UNIFOR and its LOCAL 2163

"the Union"

CONSENT AWARD

Sole Arbitrator: Christopher White

For the Union: Luis Domingues
National Representative

For the Employer: Henry Y. Dinsdale
Hicks Morley LLP

Date of Award: April 10, 2015

1. This matter involves a Policy Grievance by the Union dated January 21, 2015 that summarizes the issue as a failure by the Employer to cover the cost of custom hearing protection for all employees. The Grievance was referred to arbitration pursuant to section 49 of the *Labour Relations Act, 1995* and I was subsequently appointed as sole arbitrator.
2. A hearing date of April 9, 2015 was set on the consent of the parties and, accordingly, I met with the parties at that time in Ingersoll, Ontario.
3. Having heard the representations of the parties and upon consideration of the Collective Agreement, I have concluded that it is within the proper scope of management's rights under Article 4 of the Collective Agreement for the Employer to promulgate reasonable rules regarding hearing protection in the workplace. The Collective Agreement does not specify any particular type of method of hearing protection required.
4. I have also reviewed and considered the policy components set out in the Minutes of Settlement attached to this Award and confirm that a policy with those components is an acceptable and proper exercise of management's rights and does not in any way violate the Collective Agreement.
5. I wish to commend the parties and their representatives for the forthright and professional manner in which their respective positions were put forward.
6. I remain seized in the event of any dispute regarding the interpretation of the Minutes of Settlement between the parties as attached to this Award.



Christopher White

SCHEDULE "A"

MINUTES OF SETTLEMENT

BETWEEN:

AUTRANS CORPORATION

(the "Company")

-and-

UNIFOR AND ITS LOCAL 2163

(the "Union")

WHEREAS the Union filed Grievance 2015-3 (the "Grievance");

AND WHEREAS the Union and the Company wish to resolve the Grievance;

AND WHEREAS the parties recognize that they are bound by the *Human Rights Code*;

NOW THEREFORE the parties hereto agree as follows:

1. The Grievance is withdrawn.
2. The attached "Consent Award" will be issued by Arbitrator Christopher White forthwith.
3. The Company, upon receipt of the Consent Award shall post a new policy regarding hearing protection pursuant to its management right to do so but which acknowledges that the policy is posted in accordance with the Consent Award (or words to that effect).
4. The policy shall include the following components:
 - subsequent to a transition period specified by the Company, it will be mandatory that all non-probationary employees wear Company supplied custom molded ear plugs;
 - employees who have previously been issued custom molded ear plugs will have seven (7) calendar days from the date that the

policy is posted to advise the Company that one or both of the ear plugs have been lost or need replacing;

- employees will share in the cost of replacing custom molded ear plugs in accordance with the schedule attached hereto as Schedule B, adjusted in accordance with current replacement costs;
- the initial purchase costs of custom molded ear plugs will be borne by the Company (save for replacement costs);
- those (non-probationary) employees who have not yet been fitted for custom molded ear plugs will be fitted outside working hours (i.e. unpaid) as directed by the Company;
- employees not wearing custom molded ear plugs may be subject to discipline except during the time where replacement ear plugs have been ordered or upon sufficient medical justification that they cannot be worn for medical reasons (certification must be by a certified audiologist in accordance with Schedule B);
- employees entitled to wear alternative hearing protection for the reasons described above will be required to wear Company supplied " earmuffs";
- upon receipt of the custom molded ear plugs, employees are required to execute an acknowledgement in the form of Schedule B attached (updated to reflect current costs);
- employees who have personally paid for the Company supplied custom molded ear plugs shall be reimbursed for such payment;
- employees required to contribute to the costs of replacement ear plugs will have such payments directly deducted from payroll;
- any attachments required to listen to music with the custom molded ear plugs will be fully paid for by the employee;
- the use of music ear buds is only permitted with the use of custom molded ear plugs and otherwise in accordance with Company policy; and

- for clarity, ear buds for music are not permitted to be worn under "ear muffs".

5. It is acknowledged that the above is promulgated in accordance with the Company's management rights and does not create a Collective Agreement right or entitlement nor can it form the basis of an estoppel.
6. To the extent that there is any dispute regarding the interpretation of these Minutes of Settlement, Arbitrator White shall remain seized.

DATED this 9th day of April, 2015

Signed for the Company

Signed for the Union

" SCHEDULE B "

Autrans
CORPORATION

Hearing Protection

Hearing protection is supplied by Autrans and must be worn by all Autrans employees when on the plant floor. Hearing protection is not required in the locker area.

Custom molded ear plugs are provided for your protection.

Your initial pair of Custom Molded Ear Plugs is supplied by Autrans at no cost to you. These ear plugs are mandatory unless you provide medical documentation from a certified audiologist as to why you cannot wear them. The replacement cost of molded ear plugs, if lost, is as follows:

Within Year	Employee**	Autrans
1	\$112	\$0
2	\$84	\$28
3	\$56	\$56
4	\$28	\$84
5	\$0	\$112

** Cost is subject to applicable taxes.

Employee replacement cost will be payroll deducted. Replacement cost is subject to change.

CONFIRMATION OF RECEIPT/ACKNOWLEDGEMENT/TRAINING
(THIS SECTION TO BE COMPLETED UPON RECEIVING OF CUSTOM MOLDED EARPLUGS)

I acknowledge receipt of one (1) pair of custom molded earplugs. I further acknowledge that I have read and understood the information regarding replacement costs for lost custom molded ear plugs as described above and have received training on how to properly wear and maintain my custom molded earplugs.

Erica Vivian Brune
Employee Name (Please print)

Jan 29/13
Date

MD Brune
Employee Signature