

**COLLECTIVE AGREEMENT**

**between**

**LEAR CORPORATION**

**KITCHENER PLANT**

**and**

**C.A.W.**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION &**

**GENERAL WORKERS UNION OF CANADA**

**(CAW - CANADA)**

**and its**

**LOCAL UNION #1524**

**January 1, 2002**

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This Agreement made the **7th day of December, 2001**, between Lear Corporation, Kitchener Plant, hereinafter referred to as the "Company", and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local Union #1524, hereinafter referred to as the "Union".

### **Purpose of the Agreement**

The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operation of the Company's business, consistent with the terms of this Agreement.

### **Preamble**

The objective of the Lear Corporation plant located in Kitchener, Ontario, Canada is to operate a cost effective assembly plant which provides outstanding service to our customers through a high quality product, just-in-time delivery, and responsiveness to their needs.

We intend to achieve high levels of productivity through the effective utilization and integration of people, materials, equipment and technology. We will treat our employees, customers, and suppliers, with dignity and respect.

Our commitment to excellence requires the active involvement of all our employees and a safe work environment which emphasizes trust, employee and organizational growth and development, sensitivity to individual needs and values: and our responsibilities as a member of the Kitchener community.

The Company recognizes the importance of the employment security it affords its employees and shares the desire of the Union to preserve those jobs and to create new jobs in the world market. The Company reaffirms its objective to remain a viable domestic enterprise and declares its intention to achieve a competitive posture within a framework which contributes to the job security of employees and which is responsive to the changing markets characterizing our industry.

It is believed that the principles expressed in this preamble will contribute significantly to our cooperatively working together to provide Lear Corporation employees in Canada with improved job security.

## **ARTICLE 1 - RECOGNITION**

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for those employees subject to this Agreement, in its plant(s) at Kitchener, Ontario, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to and in accordance with the provisions of this Agreement. For the purpose of this Agreement, the term "employees" as prescribed by the Certification issued by the Ontario Labour Relations Board dated January 29, 1968 shall not include: Supervisors, persons above the rank of Supervisor, Nurses, Plant Guards, Office, Clerical and Sales staff. Where the male pronoun is used to represent an employee, it is understood and agreed that it is applicable to female employees as well.

## **ARTICLE 2 - NON-DISCRIMINATION**

**2.01** There shall be no discrimination, interference, restraint, or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate or coerce or attempt to intimidate any employee of the Company and shall not on Company time or premises conduct Union activities except as herein expressly provided.

**2.02** The Company and the Union agree to observe the provisions of the Ontario Human Rights Code (the "Code") and are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment based on a prohibited ground contrary to the Code. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or **disability**, as defined in the Code.

## **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

**3.01** The Union recognizes the right of the Company to hire, promote, transfer, demote and layoff employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

**3.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plant(s), and to determine the location of its plant(s), the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

**3.03** The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes to these rules and regulations will be meaningfully discussed with the Bargaining Committee before publication.

**3.04** Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management except those specifically abridged or modified by this Agreement.

**3.05** The Company and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall endeavor to do so in a fair and reasonable manner.

**3.06** The union agrees that it will endeavor at all times, to cooperate with the Company in reducing absenteeism, increasing productivity, and improving quality.

#### **ARTICLE 4 - STRIKES, STOPPAGES AND LOCKOUTS**

Inasmuch as this Agreement provides orderly procedures for the settlement of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words, "strikes" and "lockouts" as used herein are agreed to have the meanings defined for those words in the present Ontario Labour Relations Act.

#### **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

**5.01** All present seniority employees will be required to continue to be members of the Union as a condition of employment for the duration of this Agreement.

**5.02** Present probationary employees and newly hired employees, upon completion of the probationary period, shall become members of the Union, and will be required to continue to be members of the Union as a condition of employment for the duration of the Agreement.

**5.03** The Company will deduct from the pay of each employee, including new hires, the monthly dues and other assessments authorized by the constitution of the Union. The initiation fee shall be taken off the following pay period after the employee has completed his/her probationary period. This deduction will be shown in a separate column on the Union dues list described in 5.04.

Union dues will be voluntarily deducted from the monthly benefits payable to a retired employee at a rate of one dollar (\$1.00) per month and will be forwarded to the Financial Secretary of the Local Union.

The Union dues shall be taken off the following pay period after an employee has worked forty (40) hours in any one (1) calendar month. Union dues shall be calculated on the basis of the average of an employee's total earnings as defined in the constitution and bylaws of the National and Local Union for the previous calendar month.

The Company will authorize the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each employee's regular Supplemental Unemployment Benefits the monthly dues and other assessments authorized by the constitution of the Union.

The Union will notify the Company, in writing, two (2) weeks in advance of the relevant month of any changes in the monthly deductions to be made.

The Company agrees to include on an employee's T-4 slips for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

**5.04** A list of the total number of employees along with all sums deducted as above shall be remitted by the Company to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made.

This list will contain the employee's name, badge number, address and telephone number, along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees. This list will also indicate any employee whose employment is terminated, transferred out of the Bargaining Unit, on layoff, leave of absence, or died.

The Company shall also provide the Financial Secretary, Benefits Representative and the Plant Committee Chairperson of the Local Union with a monthly alphabetical employee list.

The Company will reimburse an employee any dues that have been deducted in error as long as the claim has been submitted to the Company before the last day of the calendar month in which the deductions were made.

**5.05** The recording in the books of the Company of the amounts so deducted shall constitute such amounts as monies held by the Company in trust for the Union.

**5.06** A probationary employee shall have the right to become a member of the Union by paying the initiation fees and complying with the constitution and by-laws of the Union.



**5.07** Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the Grievance Procedure beginning at Step III.

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

## **ARTICLE 6 - UNION REPRESENTATION**

The Union shall be represented as follows:

**6.01** By Stewards whose respective areas of representation and jurisdiction are shown in Appendix "C".

**6.02** By four (4) Divisional Committeepople, whose respective area of representation and jurisdiction are shown in Appendix "C".

**6.03 (A)** By one (1) Local Union Time Study Representative whose functions shall cover the reviewing of work standards deemed necessary by the Union.

**(B)** By one (1) Local Union Benefits Representative who will be appointed by the C.A.W. National President, whose functions will cover the presenting and adjusting complaints concerning Exhibits A, B, and C of the Collective Agreement.

**(C)** By one (1) Local Union W.S.I.B./E.A.P. Representative who will be appointed by the CAW National President, whose function will cover the presenting and adjusting of complaints concerning Workers' Compensation claims.

**(D)** By two Human Rights Representatives, one male and female, who will be appointed by the CAW National President, will function when required in accordance with Letter #17.

**6.04** By a Plant Committee Chairperson whose function shall cover all divisions of the Company's operations.

**6.05** The Committeepople in 6.02 together with the Plant Chairperson shall form the Plant Committee for the purpose of meeting with management for the administration of this Collective Agreement.

**6.06** Stewards, Committeepeople, Local Union Time Study Representative, Local Union Benefits Representative, Local Union W.S.I.B./E.A.P. Representative and Plant Committee Chairperson shall be employees of the Company with seniority.

**6.07** The Committeepeople, Local Union Time Study Representative, Local Union Benefits Representative, Local Union W.S.I.B./E.A.P. Representative and Plant Committee Chairperson will be retained on the day shift only.

**6.08** There will be a Chief Steward appointed by the Union from the Steward body to represent the employees on the afternoon and night shift.

**6.09** Any increase or decrease in the number of Stewards, Committeepeople required due to an increase or decrease in the work force during the term of this Agreement will be made by mutual agreement between the Union and the Company.

**6.10 (A)** The Plant Committee outlined in 6.05 will constitute the Bargaining Committee for the purpose of contract negotiations with the Company and such meetings will be paid for by the Company.

**(B)** The Local National Representative will be present at contract negotiations.

**6.11 (A)** The company shall provide an office with desks chairs, filing cabinets, a desktop computer equipped with standard software, a printer / fax / photo- copier combination with a fax line, and two (2) telephones (one with speaker- phone & call display capability) with separate extensions. This office will be used by the Local Union Time Study Representative and the Plant Committee Chairperson for the discharge of their duties.

**(B)** The Company shall provide an office for each two (2) Committeepeople including desks, chairs, one (1) filing cabinet, one desktop computer with standard software, a printer to be shared within the Union group, and two (2) telephones in each, with separate extensions. These offices will be used for the discharge of their duties.

**(C)** The Company shall provide an office for the Local Union Benefits Representative and Local Union W.S.I.B./E.A.P. Representative, including two (2) desks, two (2) chairs, two (2) filing cabinets, and two (2) telephones with separate extensions. This office will be used for the discharge of the Benefit Representative and W.S.I.B./E.A.P. Representative duties.

**(D)** The Company shall provide a locked office for the Health and Safety Representatives including three (3) filing cabinets, desk, chairs, one desktop

computer with standard software, access to the printer to be shared within the Union group, and telephones. The Human Rights Representative will utilize this office when conducting investigations and will be provided with a confidential file cabinet.

**(E)** All telephone calls will be limited to local outside calls by Union representatives only.

**6.12** The tri-annual election of in-plant Union representatives, and Executive Board members shall be held on the Company premises. Prior to the election, the Plant Committee Chairperson and the Manager - Industrial Relations will determine suitable locations, times and date for voting.

**6.13** Union representatives will adhere to the following procedures:

**(A)** He/she must request and receive permission from his/her Supervisor or the Supervisor's designated representative to leave his/her work for the purpose of presenting and adjusting complaints and grievances arising in his/her zone or division in accordance with the Grievance Procedure provided herein and to attend any regularly scheduled meetings with Company representatives, or for any other meeting for which prior consent of the Manager - Industrial Relations is required. Such permission shall not be unreasonably withheld. The Company will have a reasonable period of time to provide a suitable replacement when required for continuance of production. The Union representative must inform his/her Supervisor as to the nature of his/her business, the destination and probable duration of his/her absence.

**(B)** He/she must not enter a department or area other than his/her own without notifying the Supervisor of such department or areas of his/her purpose before proceeding with the presentation or adjustment of complaints and grievances arising in his/her area of representation.

**(C)** The Company will also grant permission to Union Stewards to use the Union office for the purpose of reviewing complaints and grievances with their respective committeeperson.

**(D)** A notation will be made on his/her daily production or non-production card of the time spent on Union business and such notation must be signed by the Supervisor before any payment for lost time due to Union duties is made.

**(E)** A Union representative who fails to comply with this Clause may be denied payment for lost time as outlined in Clause 6.16 (A), (B), (C), (D), (E), (F), and 6.18.

**(F)** When an employee wishes to see a Union representative he/she shall

notify his/her Supervisor who will inform the representative of the request within a reasonable period of time.

**(G) The Company shall ask an employee if he/she wants his/her WSIB representative or alternate union representative in attendance when he/she is taken to an office for an interview regarding his/her compensable illness/injury.**

**6.14** In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's immediate Supervisor.

**6.15** The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and therefore the business of administering this Agreement will be carried out with the least possible loss of time from such regular duties.

**6.16 (A)** A steward will be permitted a reasonable amount of time during the regularly scheduled working hours but shall not exceed the following scale:

i.	10-20 employees	5 hours weekly
ii.	21-40 employees	7 hours weekly
iii.	41-60 employees	12 hours weekly
iv.	61-80 employees	14 hours weekly
v.	81-100 employees	18 hours weekly
vi.	101-130 employees	24 hours weekly

For weeks in which a paid holiday falls:

i.	10-20 employees	4 hours weekly
ii.	21-40 employees	6 hours weekly
iii.	41-60 employees	10 hours weekly
iv.	61-80 employees	12 hours weekly
v.	81-100 employees	16 hours weekly
vi.	101-130 employees	22 hours weekly

If the number of employees in a department on the shift increases above 130 the Stewards weekly hours will be increased by 3 hours for each 30 employees.

**(B)** A Divisional Committeeperson will be allowed the full time of his/her regular shift.

**(C)** Except as otherwise provided herein, the Local Union Time Study Representative will be allowed a maximum of twenty (20) hours weekly, (sixteen (16) hours weekly in which a paid holiday falls), in order to review work standards

deemed necessary by the Union.

**(D)** The Local Union Benefits Representative will be permitted the full amount of time during his/her regularly scheduled working hours in order to review all complaints and disputes which may arise concerning Exhibit A, B and C of the Collective Agreement.

**(E)** The Local Union W.S.I.B./E.A.P. Representative will be permitted the full amount of time during his/her regularly scheduled working hours in order to review all complaints and disputes which may arise concerning any Workplace Safety & Insurance Board claims and/or provide necessary assistance to employees.

**(F)** A Chief Steward will be permitted an additional period of five (5) hours for each week (four (4) hours weekly in which a paid holiday falls), over the maximum he/she is allowed as a Steward in (A) above.

**(G)** The above times will be for the purpose of presenting and adjusting complaints and grievances arising in his/her area of representation in accordance with the grievance procedure provided herein.

**6.17** The President of the Local Union will be entitled to be present at meetings with management deemed necessary by the Union at the expense of the Union.

**6.18** The Plant Committee Chairperson will be allowed the full time of his/her regular shift, for the purpose of acting expressly provided in the Agreement, for time spent on Company premises or at the Local Union office when related with in-plant problems. He/she will receive the prior permission of the Manager - Industrial Relations or his/her designate before leaving Company premises.

**6.19** Union representatives will be paid as follows:

Stewards & Human Rights Representative - average hourly earnings.

Committeepople, Local Union Time Study Representative, Local Union Benefits Representative, Local Union W.S.I.B./E.A.P. Representative and Health & Safety Representatives - twenty (20) cents below the highest paid classification covered in this Agreement or his/her own classification rate whichever is the greater.

Plant Committee Chairperson - at the rate of the highest paid classification covered in this Agreement.

Such payment shall apply for all hours as outlined in this Article.

**6.20** The Plant Committee Chairperson and the Manager - Industrial Relations shall arrange, in advance, all meetings not specified in the Grievance Procedure.

**6.21** The Union may designate an alternate who will function in the absence from the plant of any Union representative covered in Appendix "C". No full time alternate will be authorized for the Local Union WSIB/EAP Representative, *the* Local Union Benefits Representative and the Health & Safety Representatives for the posted vacation period or for any absences of less than 5 days. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment in the case of a Union representative being absent from the plant. The alternate must be a seniority employee who is scheduled to work during such absence.

**6.22** The hours of work for the Plant Committee, Local Union Benefits Representative, Local Union Time Study Representative and Local W.S.I.B./E.A.P. Representative will be the hours of work scheduled for the day shift. Access to his/her area of representation, at times other than those regularly scheduled, may only be permitted by the Plant Manager or Night superintendent upon prior notification of the purpose and he/she must report to the Plant Security on entering or leaving the plant.

**6.23** The Company will grant upon request of the President of the Local Union, or the Plant Committee Chairperson permission for up to fifteen (15) Union members in total to leave the plant on Union business at any one time, without pay, providing such request is made, in writing, at least three (3) working days in advance to the Manager - Industrial Relations or his/her designate. The President will be included in fifteen (15) members and will be allowed time off to represent other Local Union members. It is understood that in the event of an emergency situation resulting in less than the required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business, the leaving and returning time of those granted such permission.

**6.24** Any abuse of the privileges granted in this Article may become the subject of a complaint or grievance by the Company.

**6.25** The Union Agrees to notify the Company, in writing, the names of Union representatives and Local Executive and any changes in the membership thereof.

**6.26** The Company shall give the Union a list of management personnel who will be dealing with the Union in the discharge of this Agreement and shall notify the Union of any changes thereto.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** Any complaint alleging violation, misinterpretation or misapplication of the terms of this Agreement relating to rates of pay, wages, hours of work or any other working condition shall first be taken up orally by the employee and his/her Steward with the employee's immediate supervisor.

**(A)** If after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing by the Steward, on the form provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances must identify the Article, Clause or Clauses of this Agreement which are claimed to have been violated. No grievance will be invalidated for not meeting the requirements of this provision and will be processed on its merits once the grievance has been properly completed.

**(B)** On a group complaint, the Steward shall first discuss such complaint with the immediate Supervisor. Either party may request that one or more employees be present during such discussion. If the complaint remains unsatisfied, the Steward may then reduce the complaint to writing and signed by the aggrieved employees, it shall then constitute a grievance.

**(C)** It is agreed that when the nature of the complaint is such that the Steward requires assistance, he/she may request through the Supervisor, the presence of the Committeeperson/Chief Steward during such oral discussion.

**(D)** It is agreed and understood that all complaints and grievances must be presented within five (5) working days from the time the alleged breach became known or should become known to the aggrieved employee or party.

**7.02** Step I. The written grievance, as defined above, will be presented by the Steward to the Supervisor. Within two (2) working days of this presentation, the Steward shall meet with the Supervisor, discuss the grievance and the Supervisor will render his/her decision personally to the Steward, noting his/her conclusion in writing and countersigning the Grievance form. Any settlement of grievances at this step shall be without prejudice or precedent.

**7.03** Step II. If no agreement is reached at Step I, then within two (2) working days of that decision the Committeeperson shall take up the grievance with the General Supervisor, or his/her designate. Within two (2) working days of this presentation, the recipient will render his/her decision personally to the Committeeperson, noting his/her conclusion in writing and countersigning the Grievance Form. If the General Supervisor or his/her designate and Committeeperson mutually agree, the employee, Steward and Supervisor involved may participate in Step II.

**7.04** Step III. If no agreement is reached at Step II, then within five (5) working

days of that decision the Plant Committee Chairperson may appeal the grievance to the Manager - Industrial Relations or his/her designate. The grievance will then be discussed at a meeting between the Plant Committee and the Company. Such meeting shall be arranged between the Manager - Industrial Relations and the Plant Committee Chairperson when deemed necessary and an agenda will be submitted forty-eight (48) hours prior to the scheduled meeting date.

Within five (5) working days after such meeting, the Manager - Industrial Relations or his/her designate, shall give a written answer on the grievance to the Plant Committee Chairperson.

**7.05** Step IV. In the event that arbitration of a grievance which has been properly processed through the Grievance Procedure is desired by either party, then the other party shall be notified in writing not later than fifteen (15) working days after receipt of the reply given in writing on the grievance under Step III.

Such grievance may then be referred to the appropriate impartial umpire listed in 7.07.

**7.06** Grievances appealed to arbitration will be presented to the Arbitrators hereinafter set out who will act in rotation in order that their names appear. Only grievances relating to the same violation or alleged violation of this Agreement may be grouped for such arbitration hearing before the appropriate Arbitrator. Submission of grievances to the Arbitrators will be determined in this order:

(A) By the date of the Company's reply to the grievance at Step III of the Grievance Procedure.

(B) By the date the grievance was filed

(C) By the grievance number

Grievances concerning suspension, discharge, interpretation of the Agreement including Welfare Plan, shall be processed to arbitration prior to all other types of grievances unless mutually agreed otherwise.

**7.07** The following constitutes the list and rotation of the Arbitrators:

General Arbitrators:

Pamela Picher  
Gail Brent  
Dean Wesley B. Rayner  
Morley Gorsky

Martin Teplitsky  
Professor Peter G. Barton  
Maureen K. Saltman  
Jane Devlin



Either party to this Agreement may, within thirty (30) days prior notice to the other party, delete the name of any Arbitrator from the above list unless he/she has been selected to hear an arbitration case which has not been heard but for which a date has been set. Following the giving of such notice the Manager - Industrial Relations and the Local National Representative will meet in an attempt to agree to an Arbitrator to be added as replacement. However, if agreement cannot be reached within five (5) working days the parties agree to request the Minister of Labour of Ontario to appoint an Arbitrator.

**7.08** If, in the regular rotation, an Arbitrator is unable to specify a date agreeable to both parties for the arbitration hearing within seven (7) days from the date the grievance is submitted to him/her, the parties will agree to request another Arbitrator in rotation to provide such a date.

**7.09** The Arbitrator shall not have the jurisdiction or authority to alter or modify any of the provisions of this Agreement, or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of the Agreement, except as noted in 8.04 of the Agreement.

**7.10** The decision of the Arbitrator shall be final and binding upon the parties and any employee affected by it.

**7.11** Each party shall bear the expenses of preparing and presenting its own case, including the wages or salaries of its witnesses, and an equal share of the fees and expenses of the Arbitrator.

**7.12** It is agreed that the Local National Representative or his/her designate may be present at Step III of the Grievance Procedure. In the event that further representation of the National Union is required in special circumstances, reasonable notice shall be given.

**7.13** Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Company. The Union may withdraw, without precedent or prejudice to any case, a grievance which has been referred to any step of the Grievance Procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the Grievance Procedure.

**7.14** Incentive employees shall be paid 150% of their base rate, non-incentive employees shall be paid their base rate when participating in the Grievance Procedure, except for Stewards, Committeepeople, Local Union Time Study

Representative, Local Union Benefits Representative and Local Union W.S.I.B./E.A.P. Representative, Human Rights Representative and the Plant Committee Chairperson, who will be paid as outlined in clause 6.19 of this Agreement.

The above payment shall also apply for Step IV of the Grievance Procedure, to a maximum of four (4) Union members, except that incentive employees will be paid 200%.

**7.15** The Local Union Time Study Representative, Local Union Human Rights Representative, Local Union W.S.I.B./E.A.P. Representative and the Local Union Benefits Representative may participate in grievance meetings for the period of time required to discuss such grievances only. They will be paid as outlined in Clause 6.19 of this Agreement.

**7.16 (A)** Where a grievance involves the payment of back wages and the employee has sustained his/her charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee. However, if the circumstances of the case made it impossible for the employee to know that he/she had grounds for such claim, prior to that date, the claim shall be limited retroactively to a period of twenty (20) working days prior to the date the claim was first filed in writing.

**(B)** When an employee receives back pay on a grievance he/she shall be paid on a separate **direct deposit**, (provided the back pay is more than \$100.00), within five (5) working days of the final disposition unless the circumstances make it impossible in which case he/she shall be paid within fifteen (15) working days unless mutually agreed otherwise. The Union will be given a memo noting the amount of back pay and the date such payment will be made to the employee. The employee will also receive a memo on a back pay of less than \$100.00.

**(C)** An employee will receive the actual earnings he/she was deprived of at the time of the grievance. When unable to determine actual earnings, an employee will receive the rate of the job plus COLA on a grievance related to non-incentive, or his/her average earnings plus COLA if related to incentive. It is agreed there will be no duplication on payment of COLA.

**(D)** When a grievance is resolved that affected an employee's average earnings, the back pay will be calculated into the employee's average earnings at the time the back pay is made.

**7.17** The Union hereby agrees the Company has the right to file a grievance

against the Union. Such grievance to commence at Step III.

**7.18** The Plant Committee Chairperson may file a Policy Grievance with the Manager - Industrial Relations or his/her designate. A Policy Grievance is defined and limited to one which alleges misinterpretation or violation of a provision of this Agreement, and which could not otherwise be resolved at a lower step of the Grievance Procedure because of the nature and scope of the subject matter of the grievance.

Such grievance will be referred to the grievance procedure commencing at Step III and shall be dealt with at the next agenda meeting or sooner, by mutual agreement between the parties.

When a Policy Grievance has been upheld, the Company will be required to make back pay as per Clause 7.16 where necessary.

**7.19** Group grievances will be processed in the normal manner and will be signed by the employees so affected commencing at Step I.

**7.20** It is hereby agreed that a Chief Steward or Committeeperson may file a grievance on behalf of the Union if there exists an alleged violation of the Collective Agreement but an individual or group grievance doesn't take place as per Clause 7.01 or 7.02. Such a grievance will be processed in the normal manner commencing at Step I. When such grievance has been upheld, the Company will be required to make back pay as per Clause 7.16 when necessary.

This Clause shall not apply to Work Standard Grievances except when a job is only being run by probationary employees, then this Clause may be implemented to abide by the time limits as per Clause 7.01.

**7.21** Any grievance resolved or withdrawn and that decision is subsequently appealed through the Appeals Procedure established by the C.A.W. constitution or any other Appeals Procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the next step of the Grievance Procedure.

## **ARTICLE 8 - DISCIPLINARY ACTION**

**8.01** The following procedure will apply when a seniority employee is to be suspended or discharged.

**(A)** The Company will notify the employee and the Union of their intention within two (2) working days of the alleged violation becoming known to the Company.

**(B)** The Union will be permitted up to two (2) working days to investigate the alleged violation from the time of such notification.

**(C)** Within one (1) working day of the completion of the Union's investigation, a hearing will be set up by the Company between the Manager - Industrial Relations and the Plant Chairperson or his/her designate, and one (1) Committeeperson unless otherwise mutually agreed. The employee, his/her Steward and the Supervisor may be present at such hearing if deemed necessary by either party.

**(D)** Within one (1) working day of this hearing, the Company will give the Union and the employee written notification of the action the Company will be taking before the employee is required to serve such suspensions or be discharged.

**8.02** However, 8.01 shall not apply when the alleged violation may endanger the safety of himself/herself or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant. In such case, the Company may immediately remove such employee from the premises.

A hearing will be arranged as in 8.01 (C) after the fact and such hearing will be held within one (1) working day of such action being taken and only if the Company's disciplinary action is beyond the shift in which he/she was sent home.

**8.03** If the employee suspended or discharged in 8.01 or 8.02 feels he/she has been unjustly dealt with he/she may file a grievance within two (2) working days of such action being taken, and the grievance shall commence at Step IV of the Grievance Procedure.

**8.04** It is mutually agreed that the Arbitrator shall have the right to modify penalties in suspension and discharge cases only.

**8.05** A probationary employee who maintains he/she has been unjustly dealt with shall have the right to have his/her case reviewed by the Manager - Industrial Relations.

It is understood that the said employee's Steward or Committeeperson may be present at such review.

**8.06** A copy of all warning notices will be given to the employee and the Union by the conclusion of two (2) regular shifts following the shift on which the alleged violation occurred. Such notice shall become a part of the employee's personnel record. A warning notice or suspension will remain in effect for a period of not more than twelve (12) months from the date of such warning or suspension. It is further

agreed that once a warning or suspension has expired, that other related offenses will be reduced in status accordingly, and all outdated warning notices will be returned to the employee upon request.

**8.07** The Company shall ask an employee if he/she wants his/her Steward and/or Committeeperson in attendance when he/she is taken to an office for an interview concerning discipline, or prior to being sent home as per 8.02.

## **ARTICLE 9 - SENIORITY**

### **Probationary Period**

**9.01 (A)** An employee shall be regarded as a probationary employee until he/she has been in the employ of the Company for sixty (60) calendar days during any twelve (12) consecutive months. After completion of the above probationary period, the employee shall then be assigned a seniority date crediting him/her with sixty (60) days of service.

**(B)** When students are hired, they shall not accumulate seniority and shall be considered as probationary employees. If, however, it is ascertained that the student is not returning to school, and is seeking permanent employment, he/she may be re-classified as a normal "hire" for all purposes of this Agreement.

If re-classified, he/she will be credited with up to a maximum of thirty (30) calendar days employment. His/her rate of pay shall be adjusted based upon his/her full Company service. Once he/she has completed his/her probationary period, he/she shall then be assigned a seniority date crediting him/her with his/her full Company service.

Students will receive 85% of base rate stipulated in Appendix "A" of this Agreement.

**(C)** Students shall only be eligible for overtime after all employees on the shift in the department have been requested to perform such overtime assignment as per Clause 11.10.

**9.02** The termination of a probationary employee shall be considered for just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is arbitrary, discriminatory, or in bad faith.

The Company agrees to provide a proper evaluation of probationary employees including advising them of what the Company's expectations are of all employees.

### **Seniority Date and Lists**

**9.03 (A)** When an employee is hired or rehired to start work between Sunday 11 p.m. and Monday 11 p.m. such employee will be credited with a Monday start date.

**(B)** When two or more employees attain seniority on the same date, they will be placed in alphabetical order on all seniority lists. The status of their seniority

shall not decrease or advance because of a name change.

**9.04** A master seniority list of all employees in the Bargaining Unit will be furnished to the Local Union every thirty (30) days.

**9.05** The Company will keep the seniority list for each department up to date and will post an updated seniority list every month. This list will indicate each employee's badge number, name, classification, department and Company seniority. Five (5) copies of such lists and five (5) copies of the Bargaining Unit seniority lists and one departmental list by classification will be given to the Plant Committee Chairperson weekly.

Two (2) copies of the master seniority list for Skilled Trades will be given to the Skilled Trades Committeeperson in December of each year.

The term "seniority" shall be defined as the status of the employee based upon his/her established unbroken length of service with the Company from the date of last hiring by the Company.

In all instances within this Collective Agreement where the term "job" is used in reference to job ownership, it will also mean cell.

Seniority shall be first by job, when applicable, then within the classification within the department, then within the classification within the Bargaining Unit, then within the Bargaining Unit. **Newly hired employees shall be assigned the classification that they are hired into. They shall begin to accumulate seniority in the job classification once the posting procedure is completed.**

No new employee shall be hired while employees with seniority and the present ability to do the work required are still on the laid off list.

**9.06** Upon request a seniority employee will be given preference of a shift, based on seniority prior to a vacancy being filled or a new employee hired, provided the employee has claim to the job or classification, in the case of no job ownership, as per other clauses of the Agreement. When it is required to re-arrange employees on shifts, the employees involved will have preference of shift based on seniority. The Union will co-operate with the Company in order to maintain a balance of work force among the shifts.

**Employees will be required to revert to their previously held shift following any shutdown period.**

## Temporary Work Assignments

**9.07** Temporary work assignments shall be defined as the movement of employee(s) within the classification or from one classification to another classification and/or one department to another department, created by:

- (i) the need to utilize an employees skill and ability to perform work in the 014, 015, 100, 110, 111, 112, **125**, 132, 133, 140, 147, 149, 156, 171 - Mig weld only, and the S.O.A. classifications.
- (ii) Samples, experimental work and sample die, jig and machine try out:
- (iii) Training.

For the purpose of temporary work assignments, all day shifts shall be considered as being the same shift. The same procedure shall also apply to the afternoon shifts.

**(A)** For periods of thirty (30) calendar days or less, the opportunity will first be given by seniority to employees within the affected classification in the department on the shift who are not presently working on their normal jobs.

If all employees are working on their normal jobs, the opportunity will then be given by seniority to employees within the affected classification in the department. **The opportunity to accept temporary assignments in the 140 classification in Department 29 and 39 will be offered to the employees in the 140 classification from the department of the Company's choosing.** When the vacancy is within a cell, the opportunity will be given by seniority to employees in the affected classification within the cell only. Employees accepting assignments as per this paragraph will be paid the rate of the job.

The Company will fill the resultant vacancy, if any, from the classification of their choosing on the shift within the department by seniority, provided the employee is able to satisfactorily perform the work to be done. **The Company will utilize those employees by seniority who have been pre-selected and who have previously agreed to accept temporary work assignments as per this article. Any pre-selected employee who is no longer willing to accept temporary work assignments as per this article is required to notify the Company of their intentions prior to being assigned.**

This completes the cycle of transfers under the temporary work assignment procedure, and the Company will take such steps as may be required to fill the remaining vacancy, if any.



When a vacancy is filled as per "Letter No. 11 A" due to absence of an employee, it will not be construed as a temporary work assignment, provided such assignment doesn't circumvent the employee's job ownership seniority rights.

For (ii) above, the opportunity will first be given by seniority to the employee who normally performs the job then by seniority within the affected classification in the department provided the employee is satisfactorily able to perform the work. For (iii) above, the opportunity will be given by seniority to qualified Job Instruction Trainers within the affected classification.

**Employees accepting assignments as per this section will be paid the rate of the job.**

Any abuse of clause 9.07 will result in payment of average earnings to the effective employee.

An incentive employee will receive his/her average hourly earnings or the rate of the job to which he/she is temporarily assigned, whichever is the greater for (ii) and (iii) above.

- (B)**      **(i)**      For periods of over thirty (30) calendar days temporary work assignments will be restricted to Leaves of Absence, excluding vacations, Clause 10.05 and 10.07 and Business Leaves, and in addition extension to other temporary work assignments may be granted by mutual agreement between the Company and Union. The Company will post the necessary assignments on the posting board in the department section and will fill the vacancy from the department by seniority, provided the employee is able to satisfactorily perform the work to be done and is able to start the job posting within 5 days.

This completes the cycle of transfers under the temporary work assignment procedure and the Company will take such steps as may be required to fill the remaining vacancy, if any.

- (ii)** Where it is established that in all probability an employee will not be returning to work from a leave of absence, the job will be posted as a permanent position. The successful applicant will be subject to Article 9.15 (A) and (B). If however the employee does return, he/she will return to his/her former job, classification and department seniority permitting.

As per this Section, employees accepting assignments will be paid the rate of the job except for those assignments covered under Clause 14.08(B). An employee on a temporary work assignment over thirty (30) calendar days shall also be included

for the purpose of distributing overtime. Employees on temporary work assignments under thirty (30) days will be eligible for overtime in their regular classification.

**(C)** All temporary assignments of less than thirty (30) calendar days will be applied as per (A) above except that an employee working in the department on the shift retaining recall rights as per Clause 9.22(A) will be given the first opportunity to accept the assignment but an employee refusing the transfer will still retain seniority rights to the job. Employees in classifications 014, 015 and 240 assigned as per Letter #34 will experience a 1 day delay. Employees retaining recall rights as per Clause 9.22(A) will be given the first opportunity to accept any temporary assignment of more than thirty (30) calendar days but an employee refusing the transfer will still retain seniority rights to the job. Employees accepting temporary work assignments as per this Clause shall not have the right to claim seniority on such job, classification and/or department and will be paid the rate of the job.

Temporary assignments shall not be used to avoid job posting or circumvent seniority rights. The appropriate Steward will be informed of all temporary assignments of less than thirty (30) calendar days prior to the transfer being made. The appropriate Committeeperson will be informed of all temporary assignments of over thirty (30) calendar days prior to the transfer being made and also the accepted employee on the assignments shall be identified as such on all seniority lists. Such vacancy will be posted as per Article 9.07.

Such temporary work assignment will be terminated when the employee's recall rights have been exhausted as per 9.22 (A), provided it is made known to the Company.

**(D)** The temporary transfer provisions above shall not apply to an employee temporarily assigned to a job replacing an employee on vacation and he/she will be paid the rate of such job.

**(E)** Employees transferred under 9.07 (B) will have the option to return to such jobs provided they have not been displaced for more than 20 working days. If he/she declines the option the job will be re-posted.

**(F)** For periods of over thirty (30) calendar days temporary work assignments in Department 60 will be filled as follows:

- i. The Company will post the necessary assignments on the posting board in the department section and will fill the vacancy from the department by seniority, provided the employee is able to satisfactorily perform the work to be done.

- ii. The resultant vacancy will be offered by seniority to the employees who are pre-qualified to perform the work to be done.

## **Job Postings**

**9.08** In the event the Company requires to fill a vacancy, the Company will post such vacancies as prescribed in this clause in each case for a period of forty-eight (48) hours excluding Fridays, Saturdays, Sundays, and holidays.

**(A)** The Company shall post the vacancy on the posting board in the Department section and all eligible employees within that classification within the department will be allowed to apply. The successful applicant shall be the employee with the greatest seniority.

**(B)** The Company shall post the resultant vacancy on the posting board in the Bargaining section and all eligible employees within that classification will be allowed to apply. The successful applicant shall be the employee with the greatest seniority.

**(C)** The resultant vacancy in the department will then be posted on all posting boards in the department section. The successful applicant shall be the employee with the greatest seniority provided he/she is able to perform the work

**(D)** The resultant vacancy in the department will be posted on the posting board in the Bargaining Unit section. All eligible employees in the bargaining unit may apply. The successful applicant shall be the employee with the greatest seniority provided he/she is able to perform the work. This completes the cycle of transfers under the posting procedure, and the Company will take such steps as may be required to fill the remaining vacancy, if any.

**(E)** A job posting will be terminated at any step of the job posting procedure where there is no longer a need for more employees in the classification. The resulting vacancy, if any, will be filled by job posting to the regular employees in the classification within the department.

**(F)** An employee who has become the accepted applicant on more than one job posting at the same time will have (1) working day to decide which job he/she wishes to accept.

**(G)** An employee who has accepted a posting shall have until 3 hours prior to the end of his/her next shift to decline such posting and this will not be counted for the purposes of clause 9.13. Acceptance of the posting or failure to respond within this time period will be counted as a job posting for the purposes of clause 9.13.

**9.09 (A)** The Company will use forms of four (4) different colours for posting notices under clause 9.08 (A), (B), (C) and (D).

**(B)** An application may be submitted for an employee who is absent from work for any reason provided it contains the signature of the Committeeperson or Chief Steward. If such employee is the successful applicant and is unable to return to work within five (5) working days following the date of notification by the Company, (except an employee on vacation), he/she shall not be eligible for such posting. This period of time may be extended by agreement between the Company and the Union.

**(C)** The Committeeperson, Local Union Time Study Representative, Local Union Benefits Representative, Local Union W.S.I.B./E.A.P. Representative and Plant Committee Chairperson will be eligible for job postings as per this Article and will be retained on day shift.

**(D)** An employee that is the successful applicant and has been offered the job with ten (10) working days of becoming eligible or forty (40) working days in the event of an introduction of a major new product line, but has not started the posting because he/she is off work for any reason (except for reasons of vacation) for more than five (5) consecutive working days, shall be termed ineligible for such posting.

The Company will then ask the next qualified applicant and continue with the normal posting procedure to fill the job opening.

**(E)** An employee on a Modified Work Program may accept a posting provided he/she is able to start the job posting not later than 6 weeks from the date he/she became eligible for the posting.

**9.10** The Company will give the Union a copy of the job posting with the name, badge number and department of the applicants listed thereon and the successful applicant will be underlined.

The Company will notify the successful applicant with four (4) working days of being the successful applicant of the job posting, unless mutually agreed otherwise.

**9.11** Each posting notice will define the department, classification, the rate of pay and the job, if applicable.

**9.12** The employee accepted, pursuant to this article, given appropriate job training, shall demonstrate his/her ability to perform the job efficiently within five (5) working days within classification or ten (10) working days outside of classification.

This period of time may be extended by agreement between the Company and the Union.

An employee's trial period may be waived when it is obvious to the Company and the Union that the employee is able to perform such job.

The employee will receive payment for the trial period as follows:

**(A)** Incentive jobs out of their classification will receive a minimum of 150% of the base rate for five (5) working days and the rate of the job for the remainder of the trial period except that those applying for MIG welding jobs will receive a minimum of 150% for ten (10) working days.

Employees applying within their own classification will be paid the rate of the job.

**(B)** Non-incentive jobs will receive ten cents (10) per hour below the classification rate. Upon acceptance on the job, the employee will be paid the regular rate of the job.

The trial period for employees posting into the following classifications will be up to twenty (20) working days. This period of time may be extended by agreement between the Company and the Union.

- (a) **Auditors**
- (b) Set-up people
- (c) Set-up, operate and adjust operators
- (d) MIG welders
- (e) Towmotor operators
- (f) Crane operators
- (g) Tool crib

**(C) (i)** The employee will have the right to decline a job at any time during his/her trial period and will revert back to his/her former job and rate of pay by the end of the week following the week of notification or by the end of the current week if the Company is notified by Tuesday. Such trial period shall count as a job posting in clause 9.13. The opportunity will then be given to the next bidder with the highest seniority.

**(ii)** Should the employee not qualify in accordance with Letter #10, he/she will revert to his/her former job and rate of pay. Such trial period shall not count as a job posting in clause 9.13. The opportunity will then be given to the next bidder with the highest seniority.

**9.13** An employee shall be eligible to a maximum of four (4) job postings within

one (1) calendar year of which no more than two (2) will be outside of their classification.

**9.14** The Company has the right to maintain a balance of experienced employees in a job group, so that the operation of the job group will not be unreasonable restricted, when moving or transferring accepted job applicants except that the Company must transfer an accepted applicant within ten (10) working days (or forty (40) working days in the event of a major new product line) of his/her being accepted on a job posting unless mutually agreed otherwise.

For the purpose of this clause and other clauses of this Agreement, the successful applicant shall begin collecting seniority in such position as of the day he/she becomes eligible.

**9.15 (A)** An employee transferred under Clause 9.08 shall have seniority rights immediately within the classification and department upon acceptance as per 9.12. If there is a layoff in the job or classification within the department in excess of five (5) continuous working days within a sixty (60) calendar day period after the job posting, it will be nullified and all transferred employees must revert to their former position and such transfer shall not count as a movement for the purpose of Clause 9.13.

**(B)** If within sixty (60) calendar days of the job posting being nullified and there is a need to increase again, the original job posting will be reactivated and the employee(s) will be given the option to return to such job(s) and if he/she declines such option it will count as a movement as per clause 9.13.

### **Loss of Seniority**

**9.16** The seniority of and employee shall cease for any one of the following reasons:

**(A)** If he/she shall quit

**(B)** If he/she is discharged and such discharge is not reversed through the Grievance Procedure

**(C)** If he/she shall be laid off from the Company for a period in excess of three (3) consecutive years, or his/her length of seniority, whichever is the greater, up to a maximum of five (5) consecutive years.

**(D)** If he/she fails to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by registered

mail, to his/her last known address. However, if his/her failure to report for work is due to sickness, accident or other cause beyond his/her control, he/she shall not forfeit his/her seniority rights if he/she notifies the Industrial Relations Department of the Company within the said five (5) working days after receipt of such notice and if he/she reports to the Company for work immediately after the cause for his/her absence is removed. It is understood that an employee shall not lose his/her seniority if evidence satisfactory to the Manager - Industrial Relations for such failure to report is furnished upon his/her return to work. If the disposition made of any such case is not satisfactory, the matter may be referred to Step III of the Grievance Procedure.

**(E)** When an employee is absent from work for three (3) consecutive working days, excluding premium days, without a valid reason.

The Company will accept as a satisfactory reason under Clauses 9.16 (D) and (E) for absence up to one hundred and twenty (120) days, an employee's detention under Highway Traffic Legislation, including detentions for minor offenses under the Criminal Code, which may be extended by the Company for extenuating circumstances.

**(F)** If he/she accepts other employment while on leave of absence, except with the express permission of the Company and Union.

**(G)** When he/she is retired except as provided under the Disability Retirement Section of the Company Pension Plan.

### **Layoff and Recall**

**9.17 (A)** Whenever there is a reduction in the work force, the Company will give notice of layoff to the employee and Steward affected by Wednesday of the work week or earlier if possible. In the case of layoff affecting more than one department, the layoff will be discussed with the Plant Committee. The Company will supply the Union with three (3) copies of a list of the employee affected by the layoff.

**(B)** In the event of emergencies involving more than one (1) day of layoff the Company will give twenty-four (24) hours notice of layoff to the Steward of the department and the employee affected by departmental layoff. In the case of layoffs affecting more than one department, the layoff will be discussed with the Plant Committee twenty-four (24) hours prior to such layoff.

**(C)** In the event of a layoff of one (1) day or less, the Company will notify the Steward and employees(s) involved within a reasonable period of time.

**9.18** In the event of a reduction of the work force due to the permanent elimination of a department, probationary employees shall be laid off first and seniority employees shall be transferred immediately as per 9.20.

**9.19 (A)** In the event of a temporary or permanent transfer of an operation from one classification to another and/or to another department, and in the event of a transfer of one department to another, the employee(s) who normally perform the operation(s) will have the opportunity to transfer with the operation, seniority permitting. **This will also apply to replacement work for an existing product line.**

Employees accepting temporary transfers will revert to their former positions at the conclusion of the assignment.

(B) All transfers will be discussed with the **Bargaining** Committee prior to implementation.

**9.20** In all cases of layoff and recall, incentive/**day rate** classes and non-incentive classes shall be defined as the opposite work group.

Whenever a reduction in the work force is due to any other cause than is stated in clause 9.18 and 9.19 of this Article, the following will apply:

**Employees will be transferred to the open position prior to displacing a junior employee at all steps of the layoff procedure.**

(A) Probationary employees will be laid off first.

(B) Employees performing the work in the department to be affected by the layoff will be transferred as follows:

- (i) Employees with job ownership will displace the junior employee in the classification with job ownership, seniority permitting. The junior employee laid off from their job ownership shall immediately be transferred to the work performed by the junior employee in the classification within the department, seniority permitting. The junior employee laid off from the classification within the department shall immediately be transferred to the work performed by the junior employee within the classification within the Bargaining Unit, seniority permitting.
- (ii) If the layoff is one without job ownership then the affected employee shall displace the junior employee in the classification in the department, seniority permitting. The junior employee in the



classification in the department shall immediately be transferred to the work performed by the junior employee in the classification in the Bargaining Unit, seniority permitting.

In (i) above, the initial employee(s) laid off from their job ownership will have the option to displace the junior employee without job ownership in the classification in the department two weeks following their transfer, seniority permitting. Employees who give notice to the Company by Tuesday of the second week of layoff will be transferred by the third week. The transfer may be delayed by one week in the event notice is not given by Tuesday of the second week.

**(C) Prior to being laid off from their classification within the department, employees will be required to displace the junior position within the department presently assigned as per 9.07 B to an employee who retains no rights to that classification. The junior employee displaced from the classification within the bargaining unit will displace the junior position in the bargaining unit presently assigned as per 9.07 B to an employee who retains no rights to that classification**

**Employees who exercise their seniority on a position presently assigned as per 9.07 B or on any open position may be displaced should the 9.07 B posting be nullified or should the open position be posted as per 9.08 E of the Collective Agreement.**

**(D)** The junior employee(s) laid off from the classification in the Bargaining Unit will be transferred to the work being performed by the junior employee(s) in the Bargaining Unit, seniority permitting by the first work day of the second week following the week of the classificational layoff.

**(E)** An employee transferred to the work performed by the junior employee in the Bargaining Unit will have the option to displace the junior employee in the opposite work group within the Bargaining Unit within six (6) working days of attaining thirty (30) calendar days seniority in the department, seniority permitting, provided he/she is able to perform the work to be done.

**(F)** Employees shall have the option at all steps of the layoff procedure including the Letter of Intent Re: Able to perform to accept layoff, with the exception of (A), and within the classification.

An employee accepting layoff will only be eligible for recall based on the restrictions he/she accepted at the time of layoff except as follows:

- (i)** After thirty (30) calendar days, upon advising the Company in writing,

he/she will be given the opportunity of accepting recall when there is a need to increase the work force, seniority permitting.

**(ii)** After sixty (60) calendar days, upon advising the Company in writing, an employee shall be returned to work replacing the junior employee in the Bargaining Unit, seniority permitting, within five (5) days from the Monday following his/her intent to return. An employee returning during the week will not qualify for short work week benefits under this section.

An employee must accept recall when there are no longer employees with seniority laid off and there is a need to increase the work force, except as per Letter of Intent: Able to Perform.

**(G)** When more than one employee is involved in any step of the same layoff or recall procedure, employees will be given the choice of jobs involved by seniority.

**(H)** The Company shall explain the various options available as per this clause at the time the employee is notified of layoff. An employee absent will be considered to have been notified. An employee so notified shall be required to inform the Company of their intent prior to the conclusion of the shift he/she was notified provided such employee was notified within three (3) hours of the conclusion of their shift. An employee who does not notify the Company of their intent after being given proper notification shall automatically be placed by the Company and the only option that will remain shall be the option to accept layoff.

**9.21 (A)** When there is a layoff of less than five (5) full working days, employees will have the option to be laid off according to the inverse order of the classification seniority, in the department, on the shift, providing the remaining employees are able to satisfactorily perform the work to be done. The senior employee will be given the opportunity to accept the layoff.

This clause will also apply to all employees who were transferred to the department on Temporary Work Assignments over thirty (30) calendar days.

For the purposes of this clause layoffs of less than five (5) full working days employees in classification 110 will be restricted to the area the employee(s) normally works in and the same opportunity to accept layoff as per above will also apply.

In the event of a reduction in the workforce in a classification which an employee has entered on a temporary work assignment under thirty (30) days, such employee will return to his/her former position. If there is a layoff in their former classification, they will remain on the temporary work assignment until it is completed.

Employees during a trial period will not be considered to have seniority in that

classification for the purpose of this clause.

**(B)** For the purpose of layoffs during the Company's designated inventory, an employee(s) will have the option to exercise his/her seniority over the junior employee(s) in the department on the shift who is performing inventory (excluding the classification 140 and 147) in accordance with the following procedure:

- (i) If all employees in a classification are required to work within the classification, employees will be required to perform their regular work.
- (ii) If some employees are required to work in a classification, the senior employees in the classification will have the following options, seniority permitting :
  - 1) work in their classification
  - 2) work on inventory
  - 3) accept lay off

The option to 2) and 3) above will not apply in the event that the junior employee scheduled to work in the classification cannot satisfactorily perform the work required without training

**9.22 (A)** Any seniority employee laid off or displaced must return to any vacancy which occurs within one (1) year in his/her former job or classification, or ninety (90) days in his/her former department and classification, seniority permitting, except that an employee who successfully posted to another position during this period shall have the option of remaining on such position or returning to his/her former position. Any employee who refuses recall rights shall forfeit such recall rights.

In the event that the employee has insufficient seniority to return to the vacancy in his/her former classification, the vacancy will be declared a vacancy and posted as per clause 9.08.

Any employee accepting a job posting as a result of an employee having insufficient seniority must put in thirty (30) calendar days employment in such job prior to having seniority rights in such job and the job posting shall be nullified and all transferred employees must revert to their former positions if during such thirty (30) day period the regular employee has sufficient seniority to return to his/her former classification within his/her former department. Such transfer shall not count as a movement for the purpose of 9.13.

**(B)** Any employee transferred through layoff shall have full seniority rights in such classification or department.

**9.23** When there is an increase in the work force, employees will be recalled in the reverse order of clause 9.20 within the time limits as outlined in 9.22 provided they are able to perform the work to be done and not on layoff as per 9.20 (F).

When all laid off employees have been recalled to the Bargaining Unit, the junior employee still on layoff as per 9.20 (F) must accept recall to the open position in the Bargaining Unit.

**9.24 (A)** It is agreed that at no time shall any employee be able to exercise seniority over any seniority employee in the following classifications unless the employee affected by the layoff is able to satisfactorily perform the work to be done except as provided below:

**(i)** Set-up

**(ii)** Set-up, Operate and Adjust the following:

- Tube Mills
- Slitter
- Automatic Feed Blanking Presses
- Wire Straightener

**(iii)** Tool Crib Attendant

When one of the above jobs represents an employees proper placement but he/she is unable to satisfactorily perform the work, the employee will exercise his/her seniority over the next junior employee. In the event that an employee working on one of the above jobs has insufficient seniority to work in the Bargaining Unit, his/her layoff may be deferred for a period of up to sixty (60) calendar days while the Company is training a new employee on such job. The Company may, by mutual agreement, extend the sixty (60) calendar day period as needed in order to secure a successful replacement. The job will be recognized as a vacancy within ten (10) working days after the time the employees layoff was deferred and it will be posted within the Classification within the Bargaining Unit with all eligible employees in the classification within the Bargaining Unit able to apply. The resultant vacancy will be filled as per the normal recall procedure. The successful applicant on the job must put in thirty (30) calendar days employment prior to claiming seniority in such classification.

**(B)** It is further agreed that the Company will have the right to maintain MIG welders out of line of seniority for a period not to last more than ten (10) working days. If the layoff is expected to last more than ten (10) working days, the training outlined below will be implemented immediately. Such ten (10) working day period will be extended if required to ensure that production requirements are met. During such extended period the Company must provide training to as many

seniority employees as possible up to an equal number of employees out of line of seniority who shall replace such welders as soon as they are able to meet the production requirements. Such number shall be mutually agreed to between the Company and the Union. Prior to any such extension the Company shall review the production requirements and the need for such extension with the Plant Committee.

**(C)** Former Company qualified MIG welders not presently working in the MIG Classification, with more seniority than employees presently working in the MIG Classification, shall be maintained out of line of seniority provided the employee makes it known to the Company prior to being laid off.

**(D)** When an employee without MIG experience is required to exercise his/her seniority over a MIG welder, such employee will have the option of displacing the MIG position or exercising his/her seniority over the junior position which is not a MIG operation, excluding the jobs in (A) above.

The displacements in (D) above will follow the guidelines outlined in Article 9.20.

### **Seasonal Layoff for Model Change**

**9.25** At the discretion of the Company, layoff by departmental seniority may be used for a period of thirty (30) calendar days from the time when the first model change layoffs occur except where otherwise provided in this clause. This thirty (30) calendar day period will include the posted divisional vacation period. The timing of the model change will be posted on the bulletin boards each year.

Recall to work during this thirty (30) calendar day period shall be by departmental seniority, provided the employee is able to perform the available work to be done. If all employees are recalled to their department and additional employees are still required in that department the additional employees shall be recalled in accordance with their Bargaining Unit seniority provided they are able to perform the available work to be done.

Employees shall have the option to exercise their Bargaining Unit seniority over probationary employees provided they are able to perform the work to be done. The recalling of employees shall be handled in the same manner.

When the time allocated for model change has expired, adjustments and recall, increases and layoffs in the working force will take place according to Bargaining Unit seniority.

Clause 9.18 of this Article will apply during the seasonal layoff for model change.

### **Preferential Seniority**

**9.26** The Plant Chairperson, the Committeepeople in 6.02, the Local Union Time Study Representative, the Local Union Benefits Representative, the Local Union W.S.I.B./E.A.P. Representative and the Local Union Safety Representatives shall have preferred bargaining unit seniority. The Committeepeople shall have preferred seniority in their respective area of representation during their terms of office.

**9.27** The President, Vice-President, Financial Secretary and Recording Secretary shall have preferred bargaining unit seniority during their terms of office. The President of the Local Union shall be retained on the day shift and all other members of the Executive Board shall be retained on the day shift, where necessary.

The President, Committeepeople, Safety Representatives, Local Time Study Representative, the Local Union Benefits Representative, and the Local Union W.S.I.B./E.A.P. Representative, will have seniority rights in the classification only when they are on the shift other than their normal shift.

The same procedure as above will also apply to any other Executive Board member who is retained on the day shift.

**9.28** In the event that the preferential seniority of Union officers listed above is to be affected, all Union officials applying their preferential seniority must be able to perform the available work.

**9.29** The Steward in each area of representation shall have preferential seniority for as long as he/she is able to represent as per Appendix "C".

He/she shall not be laid off while he/she is still functioning as Steward, providing he/she is able to perform the available work. The Safety Representatives, Time Study Representative, Recording Secretary, Financial Secretary, Vice-Presidents, President, Local Union W.S.I.B./E.A.P. Representative, Local Union Benefits Representative, Divisional Committeepeople in clause 6.02 and the Plant Committee Chairperson will be laid off in that order.

**9.30 (A)** An employee who has incurred a permanent partial disability, and who is no longer able to perform his/her regular work but is able to perform other duties, may by agreement between the Company and the Union, be assigned to a new or open job provided the employee has enough seniority to work in the bargaining unit.

**An employee who is unable to regularly perform their normal job as a result of an illness/injury sustained through the course of employment may be temporarily or permanently re-assigned to a new or open job by agreement**

## **between the Company and the Union.**

In the event of a reduction in the work force, an employee assigned under this clause shall be retained on such job provided he/she has sufficient seniority to remain in the classification. When the employee does not have enough seniority to remain in the classification he/she shall displace the junior employee in the department or the bargaining unit, provided they are able to perform.

If satisfactory medical evidence is provided to the Company, he/she will be eligible for future job postings, provided he/she is able to perform the work.

To apply for department postings, such employee is eligible in his/her new department only.

If the employee is accepted on a posting he/she will no longer be classified under clause 9.30.

An employee under 9.30 status will be required to update their medical evidence, at least once a year.

The medical evidence will then be reviewed by the Company and the Bargaining Committee. Employees removed from Article 9.30 status will remain on such job, seniority permitting, or exercise his/her classification, departmental or bargaining unit seniority.

**(B)** Should the parties fail to reach an agreement as to the employee's capabilities, then arrangements will be made with an independent medical specialist who will assist the parties in making a determination under this Clause.

## **Return Rights to the Bargaining Unit**

**9.31** Any employee transferred or promoted out of the bargaining unit and returned back to the bargaining unit shall only accumulate the seniority acquired while in the bargaining unit. The employee returning to the bargaining unit will be permitted to replace the junior employee in the bargaining unit, seniority permitting.

Supervisors without seniority in the bargaining unit will not be allowed to transfer into the bargaining unit.

Office unit employees, with seniority, will be allowed to transfer into the bargaining unit and shall only be credited with the seniority they accumulated as an office union employee up to a maximum of ten (10) years seniority.

## **ARTICLE 10 - LEAVE OF ABSENCE**

**10.01** A personal leave of absence of three (3) days or less must be approved by the employee's immediate Supervisor. Leave of absence periods of more than three (3) days must be approved in advance in writing by the Manager -Industrial Relations or his/her designate on the forms provided.

A leave of absence involving the working day before or the working day following a statutory holiday must also be approved in advance in writing by the Manager - Industrial Relations or his/her designate.

**10.02** A leave of absence of up to thirty (30) calendar days may be granted by the Company to employees with seniority for personal reasons other than to seek or obtain employment elsewhere. Extensions may be granted by agreement between the Company and the Union. A leave of absence of up to three (3) weeks immediately prior to or immediately following his/her vacation period will be granted to an employee with at least three (3) years seniority provided that the employee gives a minimum of thirty (30) days notice. Such leave may not be granted more than once in any three (3) year period. Exceptions to this rule may be permitted through the leave of absence procedure. The operation of this Clause will be in conjunction with the second and third paragraph of Clause **12.08**.

**10.03 (A)** An employee with seniority who is unable to work because of illness or injury and who provides the Company with satisfactory medical evidence shall be granted a medical leave while disabled equal to his/her seniority at the date of disability or five (5) consecutive years whichever is greater, provided however, that such leave shall cease when the employee attains age 65. The employee and the Union will be given a minimum of 6 months notice of the expiration of this leave.

During any period of disability, it is the employee's responsibility to provide the Company with satisfactory medical evidence on a regular basis to support continuation of the medical leave

**(B)** He/she will be returned to work in accordance with his/her seniority, provided he/she furnishes satisfactory medical evidence of recovery. The Company will have up to five (5) working days to place the employee, and the employee will continue to qualify for disability benefits until he/she is returned to work.

**10.04** Pregnancy leave of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act. Paternal leave of absence will be available to any seniority employee in accordance with the Employment Standards Act and/or the **Employment** Insurance Act.

Seniority will accumulate during the period of pregnancy / paternity leave.



Before returning to work following the pregnancy leave, the employee must provide the Company with a physician's certificate stating that she is fit to return to her normal duties, at least five (5) working days prior to the date of return.

**10.05** Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his/her leave of absence annually.

Any employee with seniority elected or appointed to any public office of the Municipal, Provincial, or Federal Government, shall be granted a leave of absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his/her leave of absence annually.

**10.06** Employees returning from Union office or Public office leaves shall notify the Company of their availability and desire to return to work and the Company shall have five (5) working days to return the employee following such notice, to his/her former classification, seniority permitting, and then within the Bargaining Unit.

**10.07** An employee with one (1) or more years seniority wishing to further his/her education by full time attendance at a recognized college, university, trade or technical school, shall be granted a leave of absence for up to one (1) year under the following conditions:

**(A)** Before receiving the leave, or an extension, the employee shall provide the Company with satisfactory evidence he/she has been accepted as a student by the recognized college, university or school.

**(B)** On expiry of each term or semester the employee shall provide the Company with proof of attendance.

**(C)** Leave may be extended for additional periods not to exceed one (1) year each.

**(D)** Provided the student's course of instruction is related to his/her employment opportunities with the Company, seniority shall accumulate during the leave. Attendance at primary or high school shall be regarded as meeting this provision.

**(i)** While attending a course of instruction not meeting the requirements of (D) above, seniority will not accumulate and all Company paid benefits will cease. However, the employee may elect to pay for benefits as provided under the Insurance Plans.

(ii) Employees returning from such leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice, with seniority rights only in the Bargaining Unit.

## **Education Leave**

**10.08 (A)** The Company agrees to pay into a special fund four cents (\$.04) per hour per employee for all compensated hours, for the purpose of providing paid education leave.

Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Leadership Training Fund, 205 Placer Court, North York, Ontario, M2H 3H9.

The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

The Company further agrees to supply the Union with the following information when each contribution is sent to the Paid Education Leave Program, the Local Union number, the Bargaining Unit covered, the number of employees, the number of hours used in the payment calculation and the period of time covered.

**(B)** The Company agrees to contribute one cent (\$.01) per hour worked to the Social Justice Fund. The Company agrees to forward the contributions quarterly to:

The Bank of Montreal  
Transit No. 2465  
Account No. 1018-788

The Company will forward the number of employees, the number of hours used in the payment calculation and the period of time covered to the Plant Chairperson and to the following address at the same time the contributions are made:

CAW- SOCIAL JUSTICE FUND  
205 Placer Court  
North York, Ont. M2H 3H9

## **General**

**10.09** Seniority shall accumulate during the period of an approved leave of absence for seniority employees except under 10.07 (D) (i).

**10.10** An approved copy of any written leave of absence granted under the Leave of Absence section will be furnished to the employee and the Plant Committee Chairperson.

**10.11** After a leave of absence, except where otherwise provided in this Collective Agreement, an employee will be placed in his/her former job if it still exists or his/her former classification, seniority permitting.

**ARTICLE 11 - HOURS OF WORK**

**11.01** This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**11.02** The regular shifts are defined and designated as follows:

<u>Description</u>	Regular Work <u>Week</u>	Consecutive Hours Excluding <u>Lunch</u>	Starting <u>Time</u>	Lunch <u>Period</u>
Rotating:				
Day Shift	Monday through Friday	8 Hrs.	7:00 a.m.	1/2 hr unpaid
Afternoon Shift	Monday through Thursday	10 Hrs.	4:00 p.m.	1/2 hr unpaid

**(B)** The Company will have the right to change any afternoon shift on a two shift basis to five (5) eight (8) hour shifts, Monday to Friday, provided the change is necessitated by just-in-time shipping and/or production requirements.

Prior to making such change the Company must meet with the Plant Committee and they must adopt any alternatives proposed provided the Company is able to meet their just-in-time shipping and/or production requirements and providing it does not increase costs. Overtime will not be considered as an alternative.

**11.03 (A)** Shifts for 24 hour operations.

<u>Description</u>	Regular Work <u>Week</u>	Consecutive Hours Including <u>Lunch</u>	Starting <u>Time</u>	Lunch <u>Period</u>
Rotating:				
Day Shift	Five Consecutive Days	8 Hrs.	7:00 a.m.	20 min <b>paid</b>
Afternoon Shift	Five Consecutive Days	8 Hrs.	3:00 p.m.	20 min <b>paid</b>



employees working in the classification, who do not have classification rights.

**(C)** If an employee is required to change shift, either for his/her own convenience or because of necessity, such change will be mutually agreed upon by the Company and the Union.

### **Overtime**

**11.07** For the purpose of computing overtime compensation, an employee's work day shall be the twenty-four (24) hour period beginning at the regularly scheduled starting time of the shift to which he/she is assigned. The Company will review with the Plant Committee the advancement or retardation of the regularly scheduled starting time of a shift for one or more employees for a temporary period, in which case the altered starting time shall be considered to be regular starting time for purposes of computing overtime compensation.

**11.08 (A)** Time and one-half will be paid for all time worked beyond an employee's normal quitting time in any day in the regular work week. Double time will be paid for all time worked in excess of twelve (12) consecutive hours in any twenty-four (24) hour period.

**(B)** Time and one-half shall be paid for all time worked on Saturday as such in the work week and double time after eight (8) hours.

**(C)** Double time shall be paid for all time worked on Sunday as such in the work week, regardless of the number of hours worked during the regular work week.

**11.09 (A)** In the event a regular shift ends on Saturday or starts on a Sunday the employees will not qualify for such Saturday or Sunday overtime on such shift.

**(B)** An employee working on the **2B** and **2BA** shift will be paid time and one half (1 1/2) and double (2) time after eight (8) hours for work performed on Friday and double time (2) time rate for all work performed on Saturday, provided the employee has performed overtime on Friday.

**(C)** **An employee working on the C shift will be paid double (2) time for work performed after 7:00am Saturday provided the employee has worked the 11:00pm to 7:00am Friday overtime shift.**

**11.10 (A)** When reasonably possible the employee shall be given twenty-four (24) hours notice or thirty-six (36) hours in the case of weekend overtime. Such notice shall also be given to the Steward representing the employee concerned, and whenever he/she is available he/she shall be notified before the employees.

**(B)** As far as reasonably practicable, overtime will be equitably distributed by classification in the department on the shift the overtime occurs. If the Company is unable to obtain sufficient employees among those employees in the classification the opportunity will be given to the employees with the least amount of overtime on the same shift in the department, who are capable of performing the work to be done without training. Employees working in the classification, who do not qualify for overtime, in any other area, shall be entitled to work overtime, as per this clause, subject to article 11.11.

If the Company is still unable to obtain sufficient employees among those employees on the same shift in the department, the opportunity will then be given to employees on the opposite shift in the department who have not been offered overtime on their shift, first within the classification and then within the department or the department of the Company's choosing on the same shift, and the opportunity will be given to the employees with the least amount of overtime, first within the classification and then within the department, who are capable of performing the work to be done without training. **Only employees who have agreed to work their own overtime shift will be permitted to accept additional overtime.**

**The opposite shift for the purposes of weekend overtime distribution shall be as follows:**

- 1. A shift will be eligible for B shift overtime**
- 2. B shift will be eligible for C shift overtime**
- 3. C shift will be eligible for A shift overtime.**

**In the event that C shift overtime is required on Sunday, employees scheduled for the B shift for that week will be eligible for this overtime.**

It is agreed that in all instances above when two or more employees have an equal amount of overtime that the most senior employee will have the first opportunity to work the overtime.

**(C)** An employee who refuses to work overtime provided he/she has been notified as per "A" above shall be charged with the overtime hours so scheduled and the opportunity to work overtime shall be passed on to the next employee. An employee who rejects overtime on a job outside his/her classification or shift shall not be charged with such hours.

**(D)** An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work, shall be charged with the overtime hours so scheduled.

An employee who has accepted an overtime assignment and fails to report for work,

shall be charged an additional number of hours equal to the number of hours originally scheduled.

(E) Any violation of this Clause and Clause 11.18 by the Company will result in payment to the affected employees for overtime hours lost at the applicable overtime premium provided the employee and/or Steward raised the objection prior to the overtime being worked.

(F) For the purpose of distributing weekend overtime all day shifts shall be considered as being the same shift. The same procedure shall also apply to the afternoon shifts. All day shifts shall be considered as being the same shift for early starts during the regular work week.

(G) For the purpose of determining the least amount of overtime as defined in (B) above, the Company will use the computer report "TA0301P Overtime Pre-authorization" issued each Tuesday which will include all overtime up to and including Monday. This report will be used from Wednesday to the following Tuesday.

(H) Employees on a modified work plan shall not be eligible for overtime unless authorized to do so by their Doctor. If the overtime sign-up has been completed prior to the employee becoming eligible, the Company will not be obligated to reassign the overtime scheduled.. They shall be charged with all hours they would have otherwise have been eligible to work.

**11.11** The Company will maintain up-to-date records of the overtime worked in each department and these records shall be posted by Wednesday and these records shall be consistent throughout the Bargaining Unit. The Steward in each area of representation shall receive a weekly copy of the overtime records in his/her area and he/she shall receive weekly notification of all employees charged but not having worked overtime. Overtime hours will be returned to zero (0), January 1 and the first Tuesday of July in each year.

Any employee entering the classification shall take the highest hours of overtime in the classification in the department on the shift for the purpose of equitable distribution. **Employees who perform overtime work in other than their regular classification (specifically in the 111, 140, 125, 156 and the 101 class) will be identified for the purpose of establishing the appropriate overtime hours for other employees entering into their regular classification. The Steward and/or Committeeperson and the Supervisor and/or General Supervisor will review the overtime hours, as necessary, to establish what the actual overtime hours worked in each class is and apply this number of hours to employees entering into the classification.**



If there are no employees on the shift, the employee entering a classification will take the high hours in the classification in the department and if there is no one else in that classification they will assume high hours in the department on that shift. This clause will also apply as per article 9.12.

The regular work week for the purpose of distributing overtime shall run from Monday to Sunday.

**11.12** An employee shall not be asked to work overtime for a period of less than one half hour (1/2), except where short periods of overtime are part of an employee's normally recurring duties. If the overtime assignment is completed in less than one half hour (1/2) and the employee wishes to go home, he/she may obtain a pass from his/her Supervisor accordingly and shall be paid for time actually worked.

An employee who accepts and performs overtime work at the conclusion of his/her regular shift shall be guaranteed work or payment as per Clause 11.19 in lieu of work for the number of hours actually scheduled.

**11.13** Overtime shall be voluntary, except where it is necessary to schedule production of a department(s) to meet an emergency situation due to short-term increase of customer schedules.

In such situations the Company agrees to meet with the Plant Committee to discuss such overtime assignment and the necessity to have the overtime worked. The Company will give as much advance notice as possible.

Where an employee required to work is unable to be present for personal reasons he/she will be excused, provided that the cumulative excuses in any one department do not restrict the scheduled production in that department. The Plant Manager and the Divisional Committeepeople will determine the restrictive effect of such absences.

If the Company is unable to obtain sufficient employees to perform the required work the Union will agree to co-operate with the Company to obtain the necessary work force.

**11.14** An employee may decline the opportunity to work overtime, but once having accepted and signed for the overtime, he/she shall be expected to work as scheduled, and if he/she fails to report, unless he/she can provide a good reason for his/her absence, he/she shall be considered an absentee and shall be subject to plant rules.

**11.15** An employee accepting an overtime assignment shall be paid at the rate of the job which is to be performed in overtime, regardless of his/her normal rate of pay during regular hours.

**11.16** A Steward shall be given the opportunity to work whenever the number of employees working overtime in his/her area of representation, and on the shift he/she normally represents, equals or exceeds five (5) employees, regardless of the department or shift from which such employees are selected to perform the overtime assignment, and provided he/she is able to perform the work available. If the Steward is ineligible to work on his/her own job or classification, the work available shall be the open position or the job being performed by the employee with the highest number of hours scheduled to work. He/she shall be paid the rate of the job to which he/she is assigned. If he/she cannot perform the available work or declines the opportunity, the Union may appoint one of the employees scheduled to work as acting representative for the period of absence of the regular Steward and shall advise the Company accordingly.

**11.17** Where practical and seniority employees are on layoff and the Company has the equipment available to perform the work on any shift, the Company will be required to recall such laid off employees prior to any overtime being scheduled in such department.

**11.18** When overtime is scheduled on manufacturing processes that would normally require process and/or product auditing and the majority of such processes are scheduled to work, an Auditor will also be scheduled to work. An Auditor shall also be scheduled to work if the total workload exceeds 50% but is less than 100% of the workload normally performed by one Auditor. A similar formula as above will be adopted when more than two Auditors are required. Individual circumstances may create a situation whereby it would be desirable to utilize an Auditor when less than 50% of the workload is present. Situations of this nature will be resolved through mutual agreement between the Company and the Union. In areas where Auditors are assigned to work other than auditing manufacturing products and/or processes, a mutually acceptable system will be established to ensure equitable distribution of overtime.

It is further agreed that the Company and the Union will establish mutually acceptable systems within a department to ensure that overtime is equitably distributed among other non-incentive groups.

### **Reporting in Allowance**

**11.19** An employee called to work or permitted to come to work but for whom no work or less than four (4) hours work at his/her regular job is available will be offered at least four (4) hours employment, for which he/she will be paid his/her earning on that job, such earnings being not less than his/her base rate for non-incentive and 120% of his/her base rate for incentive employees; or at the Company's option, send the

employee home who will be paid four (4) hours at his/her base rate for non-incentive and 165% of base rate for an incentive employee (plus the current Cost-of-Living Allowance). However, if the employee refuses such offered work for which he/she is qualified, then no payment shall be made.

An employee when first reporting for work following illness or inexcused absence, shall not be eligible under this Clause unless following the period of illness or inexcused absence, the Company instructed the employee to report for work on a particular day.

An employee who is eligible under this Clause who fails to report for work on time shall be eligible only for four (4) hours' pay or four (4) hours' work, as the case may be, less the time he/she was late.

When an employee reports for work on overtime, he/she shall be paid as above plus the applicable overtime premium.

There shall be no liability under this Clause when such lack of work is due to a labour dispute, fire, flood or other causes beyond the control of the Company.

### **Call In Allowance**

**11.20** All hourly rated employees who are called to report to work less than twelve (12) hours prior to the start of a normal scheduled shift will qualify for payment as defined in this Clause.

When an hourly rated employee has left the premises, either after completion of his/her normal shift or after having discharged the special duties which he/she has agreed to perform for the Company and is called upon to return to the plant for emergency duties, prior to the time regularly scheduled for him/her to resume his/her duties, he/she shall receive pay as follows:

**(A)** For the first hour, or any part thereof so worked, he/she shall receive four (4) hours pay at his/her regular hourly rate for non-incentive employees. Incentive employees will receive four (4) times their earnings including the Add-On in Appendix "A".

**(B)** For all time worked in excess of one (1) hour he/she shall receive pay at his/her regular hourly rate, subject to overtime, holiday, or Saturday or Sunday premiums where applicable.

In instances covered by this Clause, the provision of Clause 11.19 shall not apply.

### **Rest Periods and Wash-up**

**11.21 (A)** A ten minute paid rest period for all employees shall be scheduled each half shift (three (3) on the **2B** and **2BA** shifts (4 x 10) hours).

**(B)** There will be a ten minute paid rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift and also prior to the start of a regular scheduled shift, provided the overtime will be at least two (2) hours, a ten minute paid rest period at the end of two (2) hours, providing the overtime extends beyond such two (2) hours; and a twenty minute paid lunch period four (4) hours after the commencement of such overtime, provided the overtime is in excess of four (4) hours.

**(C)** In lieu of the five (5) minute wash-up period at the end of the regular shift the employee shall take such wash-up period at the conclusion of his/her overtime assignment.

**(D)** If the overtime is more than one (1) hour but less than two (2) hours, then the employee will be granted a five minute paid rest period at the time of his/her normal wash-up period and will take his/her wash-up period at the conclusion of his/her overtime assignment.

**11.22 (A)** A five minute paid wash-up period for all employees will be scheduled immediately before the lunch period and immediately before quitting time.

**(B)** No employee shall wash-up or line up at the time clock prior to the five minute signal, however an employee may punch his/her time card and leave the plant at any time within the normal five minute wash-up period.

**(C)** An employee who quits work before the completion of his/her shift shall not be allowed the wash-up period prior to punching out.

**11.23** Rest breaks and wash-up period, as described above, will be paid for in the following manner:

**(A)** Non-incentive employees will be paid their classification rate

**(B)** In the case of incentive employees, an appropriate allowance will be built into the standard hours for the respective jobs to enable the worker to earn his/her incentive rate of such allowance granted.

**(C)** **In the case of day rate employees, an appropriate allowance will be built into the standard hours for the respective**

**jobs to enable the worker to accomplish his/her day rate of such allowance granted.**

- (D) These rest period and wash-up periods are conditional upon strict adherence to the time limits.

**Paid Holidays**

**11.24 The term holiday, when used herein, shall mean the following:**

	<b>2002</b>	<b>2003</b>	<b>2004</b>
<b>New Years Day</b>	<b>Jan 01</b>	<b>Jan 01</b>	<b>Jan 01</b>
<b>Good Friday</b>	<b>Mar 29</b>	<b>Apr 18</b>	<b>Apr 09</b>
<b>Easter Monday</b>	<b>Apr 01</b>	<b>Apr 21</b>	<b>Apr 12</b>
<b>Victoria Day</b>	<b>May 20</b>	<b>May 19</b>	<b>May 24</b>
<b>Canada Day*</b>	<b>July 01</b>	<b>Jun 30</b>	<b>Jul 02</b>
<b>Civic Holiday*</b>	<b>Aug 05</b>	<b>Aug 04</b>	<b>Aug 02</b>
<b>Scheduled Day</b>	<b>Aug 30</b>	<b>Aug 29</b>	<b>Sept 03</b>
<b>Labour Day</b>	<b>Sept 02</b>	<b>Sept 01</b>	<b>Sept 06</b>
<b>Thanksgiving Day</b>	<b>Oct 14</b>	<b>Oct 13</b>	<b>Oct 11</b>
<b>Christmas Shutdown</b>	<b>Dec 23</b>		<b>Dec 24</b>
<b>Christmas Shutdown</b>	<b>Dec 24</b>	<b>Dec 24</b>	<b>Dec 27</b>
<b>Christmas Shutdown</b>	<b>Dec 25</b>	<b>Dec 25</b>	<b>Dec 28</b>
<b>Christmas Shutdown</b>	<b>Dec 26</b>	<b>Dec 26</b>	<b>Dec 29</b>
<b>Christmas Shutdown</b>	<b>Dec 27</b>	<b>Dec 29</b>	<b>Dec 30</b>
<b>Christmas Shutdown</b>	<b>Dec 30</b>	<b>Dec 30</b>	<b>Dec 31</b>
<b>Christmas Shutdown</b>	<b>Dec 31</b>	<b>Dec 31</b>	<b>Jan 02</b>
<b>Personal Floaters</b>	<b>4 Days</b>	<b>5 Days</b>	<b>4 Days</b>

\* May be designated as a personal floater as defined in (A) (ii) for eligible employees if these days are immediately adjacent to or within our plant shut down and our major Canadian customers are working.

The Company may amend the above schedule to align with negotiated changes at our Canadian customers.

**(A)** Personal Floater holiday time schedule:

	<u>Seniority By:</u>
(i) 1 From January 1 to June 30	April 15
(ii) 1 From July 1 to December 31	October 15
(iii) Balance From January 1 to December 31	July 1

Employees who have scheduled an additional floater holiday, shall not be eligible for overtime on that day. Floaters may not be taken in conjunction with each other.

**(B)** Employees will be granted permission by seniority, but the Company will not be obliged to grant to more than fifteen (15) employees or fifteen (15) percent of the employees, whichever is the lesser, any combination of paid time off work as per this article and clause **12.11** on any one shift and department at any one time.

**(C)** In order to receive payment for the holidays an employee shall:

**(i)** Observe the holiday(s)

**(ii)** Present his/her request for a particular day to his/her immediate supervisor, in writing, at least two (2) weeks in advance.

**(iii)** For employees unable to observe such holiday(s) by June 30 and December 31, due to illness or injury, Clause 11.26 shall apply.

**(iv)** Have completed his/her probationary period as shown in (A).

**(v)** Payment for each floater will be eight (8) hours except that an employee on straight four - tens (4-10's) or (4 x 10's) for Christmas designated floater will be paid ten (10) hours.

**11.25** All seniority employees on the payroll as of the date of such holiday will be paid as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit his/her holiday pay if:

**(A)** He/she is absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless he/she is excused, in writing, by the Manager Industrial Relations, or his/her designate. However, an employee shall not lose more than the pay for one (1) such holiday for any one occurrence. Lateness of no more than two (2) hours will not be considered as failure to have worked the full scheduled shift. For the purposes of this clause, full scheduled shift shall mean that scheduled for the plant excluding premium days. However, if an employee works Saturday or Sunday scheduled overtime, he/she shall not be disqualified because he/she was absent on the regular day shift or night shift prior to a Monday holiday, or absent on a Monday following a Thursday or Friday holiday.

**(B)** He/she is on strike.

**11.26 (A)** Eligible employees absent from work due to any layoff, leave of absence, personal illness or a non-compensable accident, shall receive pay for such holiday(s) if such layoff, leave of absence, personal illness or non-compensable accident did not commence prior to thirty (30) calendar days before the holiday(s) is observed.

**(B)** Any seniority employee absent from work due to illness or injury which is covered by Weekly Indemnity or the Workplace Safety & Insurance Board will receive the difference between what he/she is receiving and the holiday(s) pay that he/she would normally receive on an eight (8) hour shift and provided he/she has worked in the

last twelve (12) months. An employee scheduled to return to work on a holiday(s) from sick leave who doesn't qualify for Weekly Indemnity or Workplace Safety & Insurance Board benefits for such day shall receive his/her normal holiday pay.

**(C)** Payment made as per this clause shall be made immediately upon an employee qualifying and the proper amount of such payment is known.

**11.27 (A)** Employees eligible under these provisions shall receive pay for the number of hours they would normally be scheduled to work on each of the above holidays except as specified in 11.24 (c) (v).

The rate of pay shall be the classification rate for non-incentive employees and average hourly earnings as defined in Clause 14.12 for incentive employees and non-incentive jobs that include an element of incentive work, including the Cost-of-Living Allowance.

**(B)** All holidays falling on Friday shall be observed on Thursday for all afternoon and night shifts, excluding the B1 shift.

**11.28** When holiday(s) specified above fall within an eligible employee's approved vacation period and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he/she shall be paid for such holiday(s) and shall be given an extra day, the day before or the day after his/her vacation period if he/she so desires, provided he/she has informed the Company of such intent prior to his/her vacation period. Canada Day or the Civic Holiday are exceptions and will be designated as a personal floater as defined in 11.24 (A)(ii) at the Company's option.

**11.29** Employees who have been requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause for such failure, shall not receive holiday pay for that day under these Holiday Pay Clauses.

**11.30** Employees who accept and perform work on the holiday(s) observed above shall receive holiday pay in addition to double time for overtime performed on such holiday(s).

**11.31** Each of the above holidays, shall be observed on the day upon which it falls unless otherwise declared by the Federal Government, or by agreement between the Company and the Union prior to such holiday.

### **Jury Duty**

**11.32** A seniority employee who is summoned and reports for jury duty, or has been summoned and reports as a crown witness, as prescribed by applicable law, shall be



paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the court (not including Travel Allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty, or as a witness and on which he/she otherwise would have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours plus the current COLA. If an employee is on jury duty during the vacation shutdown, he/she will be entitled to re-schedule his/her vacation.

This Clause will also apply in the case of an employee who is working afternoon or night shift who has to report for jury duty or crown witness during non-scheduled working hours. Such employee will be granted his/her shift off with pay, the shift following or shift prior to the day he/she reports for jury duty or crown witness.

**11.33** In order to receive payment, an employee must give management prior notice that he/she has been summoned for jury duty or as a witness and must furnish satisfactory evidence that he/she reported for, or performed jury duty, or appeared as a witness on the days for which he/she claims such payment.

**11.34** The rate of pay shall be as per clause 11.27.

### **Bereavement**

**11.35** When a death occurs in an employee's immediate family, (i.e. spouse, parent, parent of a current spouse, child, brother, sister, step-brother, step-sister, step-parent, step-parent of a current spouse, step-child, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparents, grandparents of a current spouse, also brother-in-law, sister-in-law of a current spouse), the employee, upon request, will be excused for the three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided he/she attends the actual funeral.

However, in the event the employee attends a memorial service because he/she could not attend the funeral, he/she will be excused for the three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the memorial service. If the employee chooses not to attend the funeral but attends a memorial service, he/she will be granted a one (1) day leave with pay.

**11.36** An employee excused from work under this paragraph shall, after making written application and submitting satisfactory evidence to the Company, receive the amount of wages he/she would have earned by working during the straight time hours on such scheduled days of work for which he/she is excused.

**11.37** Payment shall be as per clause 11.27 and will not include shift premium.



## Shift Premiums

**11.38** Employees working on the afternoon shift will receive 5% shift bonus for all hours worked during the week including overtime hours, excluding overtime premium.

**11.39** Employees working on the night shift will receive 10% shift bonus for all hours worked during the week including overtime hours, excluding overtime premium.

**11.40** An employee who works on the day shift shall not be paid shift bonus for any hours worked the week including overtime hours.

## ARTICLE 12 - VACATIONS

**12.01** Employees who have completed less than one (1) year of service as of June 30th of the year preceding the vacation year will receive vacation pay of four (4) percent of their total earnings and shall be granted a minimum of one (1) day for each month of service, to a maximum of five (5) working days for vacation purposes.

**12.02** Each employee who completed one (1) year or more of service as of June 30 and who has worked during the year preceding the vacation year will receive vacation pay and shall be granted leave of absence for vacation purposes, in accordance with the following schedule:

(A) One (1) and less than three (3) years, 4% and two (2) weeks.

(B) Three (3) and less than five (5) years, 5% and two (2) weeks.

(C) Five (5) and less than eight (8) years, 6% and three (3) weeks.

(D) Eight (8) and less than twelve (12) years, 7% and three (3) weeks.

(E) Twelve (12) and less than seventeen (17) years, 8% and four (4) weeks.

(F) Seventeen (17) and less than twenty (20) years, 9% and four (4) weeks.

(G) Twenty (20) and over, 10% and five (5) weeks.

**12.03** Should an employee in any of the categories in Clause **12.02** of this Article who has worked and experienced, during the period defined under clause **12.09**, a leave of absence due to illness or accident in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the

applicable percentage of his/her total earnings or a stated number of hours as provided below:

Should an employee in any of the categories in Clause **12.02** of this Article who has worked a minimum of 1,000 hours during the vacation year defined under clause **12.09** and also experienced a layoff in excess of thirty (30) continuous calendar days, he/she will, dependent upon his/her length of service, be paid the greater of the applicable percentage of his/her total earnings or a stated number of hours pay as provided below:

- (A) Eighty (80) hours
- (B) One hundred (100) hours
- (C) One hundred twenty (120) hours
- (D) One hundred forty (140) hours
- (E) One hundred sixty (160) hours
- (F) One hundred eighty (180) hours
- (G) Two hundred (200) hours

at his/her classification rate for a non-incentive employee and 150% of base rate for an incentive employee plus the add-on in Appendix "A".

For the purpose only of calculating minimum hours worked, hours paid for holidays not worked, jury duty, bereavement leave, Union leave as per Clause 6.23 and 10.08 and also hours absent while on Workplace Safety & Insurance Board benefits shall be considered as hours worked provided the employee has worked during the vacation year.

**12.04** The vacation year shall be from July 1 through June 30. Vacation time off must be taken during the current vacation year and cannot accumulate to be taken in any subsequent vacation years.

Any employee may request his/her vacation four (4) months prior to the vacation year provided he/she makes written application with his/her Supervisor fourteen (14) calendar days in advance, such request will be granted in conjunction with the second paragraph of Clause **12.08**.

Employees requesting and receiving advanced vacation time off will also receive the appropriate advance vacation pay, if requested.

**12.05** An employee who has earned a vacation under the terms of this Article and is terminated, or quits from active employment on or after July 1st, shall receive any unpaid Vacation Allowance due him/her.

**12.06** When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children, or estate shall be entitled to his/her vacation pay.

**12.07** Time off will be given to an employee during the vacation year.

**12.08** Recognizing its responsibility to allow employees to plan their vacations, the Company will notify employees of their annual vacation dates not later than April 30th of the year preceding the vacation year. Any employee required to work during the normal vacation period will be so notified by May 31st and will be given preference for his/her vacation period.

An employee who is required to work during the normal vacation period, or an employee entitled to vacation in addition to that scheduled through the posted vacation period, will be granted their vacation at a time other than the normal vacation period provided they make written application with their Supervisor within thirty (30) calendar days of the Company notice of the vacation period. For times other than the posted vacation time the Company will not be obligated to grant vacation time to more than fifteen (15) employees or fifteen (15) percent of the employees, whichever is the lesser, in any one department at any one time. In departments of twenty (20) employees or less the maximum shall be three (3) employees at one time. In the event more employees than the above maximum request vacation time for the same period employees will be given preference by seniority.

For times other than the posted vacation period and during the months of July and August, the Company will not be obligated to grant vacation time to more than thirty (30) employees or 30% of the employees, whichever is the lesser, in any one department at any one time. In departments of twenty (20) employees or less the maximum shall be four (4) employees at one time. In the event more employees than the above maximum request vacation time for the same period, employees will be given preference by seniority.

**12.09** Vacation Allowances shall be computed as follows:

Total earnings shall mean wages received from the Company as taxable income up to the 1st pay period ending after June 15th in the current year.

**12.10** An employee who has satisfactory medical evidence that he/she was hospitalized, or was otherwise disabled to a similarly serious extent, preventing him/her from taking or continuing his/her scheduled vacation, shall be eligible for Weekly

Indemnity benefits and may re-schedule that portion of his/her vacation disrupted by the disability. The time of the postponed vacation shall be mutually agreed between the employee and his/her Supervisor.

**12.11 Employees with five (5) or more years of service as of July 1, 2001 will be entitled forty (40) hours of additional vacation with pay:**

These vacation hours may be scheduled in four hour increments and may be taken consecutively. The employee must make his/her request in writing to their supervisor ten (10) days prior to the time requested. This time limit may be waived by the supervisor in special cases. Limitations on the number of employees eligible to take vacation at any one time will be determined as per clause **12.08**. The provisions of clause **12.04** will not apply to employees who retire prior to July 1.

The request will be granted provided it does not cause a production problem. In the event more than one (1) employee requests time and all requests can not be granted, seniority will prevail.

In the event the vacation hours are not used by June 30 of the following year the employee will receive payment at their rate of pay including COLA at that time.

Employees who have scheduled vacation as per this clause shall not be eligible for overtime on that day.

**12.12 Employees with seniority as of June 30 of each year and with a minimum of 1000 hours worked, will receive with the 2<sup>nd</sup> pay in December, a special payment of \$1,000.00.**

**Only employees on the seniority list as of December 1<sup>st</sup> will be eligible for this special payment.**

Employees who have failed to work the minimum hours during the 52 weeks prior to June 30 shall be entitled to the above special payment reduced by five (5) percent for each fifty (50) hours (or fraction thereof) by which the employee has failed to work the minimum hours for that year. Minimum hours shall mean hours as calculated in clause **12.03**.

**ARTICLE 13 - DAY RATES**

**13.01 The Company agrees to establish day rates on all day rate jobs. These day rates shall be established using any of the current accredited Industrial Engineering techniques and will be expressed as 125% efficiency, which is equivalent to 250% efficiency under Article 14. In the event of a dispute on any**

**day rate, the stop watch method or predetermined time system will be used for verification.**

**The Company, in establishing day rates, will do so on the basis of fairness and equity in that such day rates shall be based on reasonable working capacities of normal experienced employees working at a reasonable pace producing quality work using prescribed methods.**

**13.02 Before the Company observes or studies any job, the worker who works on the job and the Union's representative shall be notified in advance and shall be told the purpose of the observation or study.**

**(A) Where a job is being studied for the purpose of establishing a day rate, it shall be the Company's responsibility to establish and instruct the operator in the prescribed method prior to the study being made. The operator to be studied shall be mutually agreed upon by the parties and shall be an operator who normally performs the job.**

**(B) The operator shall not be serviced or assisted by anyone except those whose job it is to service and assist.**

**(C) The study shall be taken under the conditions and circumstances that normally exist on the job, using stock and materials the operator can expect to receive based on these existing conditions and circumstances.**

**(D) The Union Time Study Representative shall take a study at the same time as the Company Time Study Representative and at the conclusion of such study they shall compare their studies. The day rate shall be established by the Company.**

**13.03 Upon request of the Plant Chairperson or his/her designated representative, the Company will provide copies of all the relevant records required for investigation by the Union of a day rate.**

**13.04 The Company shall post all day rates on the respective jobs and machines and keep them clear and up to date. This sheet will also show all elements of the job .**

**13.05 The day rate shall include an allowance of fifteen per cent (15%) which shall include rest periods and wash-up for personal relief, fatigue, and unavoidable delays.**

**13.06 A day rate once established shall not be changed except in the case where the Company makes a substantial change in the materials, tools, machines, method or design of an operation, unless it is found through investigation of a grievance presented by the Company or the Union that there is a clerical error or an error in computation.**

**(A) A change shall be considered to be substantial when it changes the time per piece in the time study which existed prior to the change by five (5) percent or more.**

**(B) Procedure for determining whether a change in the time per piece amounts to five (5) percent or more shall be as follows:**

- 1. A time study shall be made of only those elements of an operation which are directly affected by the change.**
- 2. After a time study as indicated in (1) above has been made, a comparative data sheet shall be set up showing the elements of the operation which have been affected by the change, how the change affected them, and the time for each element that existed prior to the change and the proposed time after the change.**
- 3. The Company shall examine the data sheet and determine if the difference in the time for those elements of the operation which are affected by the change reduces the time per piece which existed prior to the change by five (5) percent or more.**
- 4. If the difference in (3) above is determined to change the time per piece which existed prior to the change by less than five (5) percent, then under no circumstances shall the time per piece be changed. However, if at some future date, additional changes are made, all elements which were previously changed but not used to change the day rate because the time did not amount to five (5) percent or more will be used, but the five (5) percent rule shall still apply.**
- 5. If the difference in (3) above is determined to change the time per piece which existed prior to the change by five (5) percent or more, then the time for those elements affected by the changes as determined by the time study indicated in sub-section (1) above, if any, shall be placed in effect and the old time study and day rate re-computed with the new figures. The Company will give a copy of the revised day rate to the Union simultaneously to issuance of the day rate.**

**(C) Whenever the Company makes a change in product, day rates for operations that existed prior to the change and are still performed on the changed product shall not be**



changed. On operations where a change has occurred, the procedure for changing day rates will be followed.

(D) Any change to the day rate due to quality checks shall be reflected in the day rate.

13.07 Day rates shall be expressed in standard hours per hundred (100) units produced.

13.08 All correction pay slips will be given to the employee by their Supervisor.

#### **Work Measurement**

13.09 In order to enable an accurate assessment of the nature and degree of any changes, all time studies used in developing a day rate shall show all elements into which the operation has been broken down, the element end points, the sequence of elements, the method, a general sketch showing the location of tools, equipment and stock applicable to the particular group or type of operations, and all other conditions and circumstances under which the operation was studied.

13.10 Machine or process controlled elemental time will be recorded as observed while running according to the prescribed method. Rheostats and controls shall be at the settings as designated by the Company.

13.11 (A) All machine controlled, cycle controlled, production controlled or any other restricted time in a job shall be inserted in the day rate by leveling the machine, cycle, production or other controlled time so as to yield output on the same basis as manual time in the same job.

(B) All such controlled time in a job on any new or changed job will be leveled to yield output of 125%, but only for the time he/she is working on the day rate.

13.12 Manually controlled elements will be leveled to one hundred (100) percent of normal performance.

All machine control time will be leveled to one hundred (100) percent of normal performance and rated as per Clause 13.11.

13.13 Elements that occur at less than one for one will be entered as per occurrence.

**13.14** When establishing or revising a day rate on MIG Welders, the Company will set the rate to yield 125% at an appropriate wire speed.

**13.15** Observed time for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled

elements will be performance rated using walking three (3) miles per hour and dealing twenty-six (26) cards in fifteen (15) seconds as normal or 100%.

Performance ratings will be recorded in increments of five (5) percent.

Employees are expected to maintain at least 125% efficiency of the established day rate.

**13.16** When manual elements of work and a machine controlled element occur simultaneously, the controlling time to be used as the elemental allowance time will be determined after the times are leveled and fatigue and personal factors applied. However this Clause will not restrict the Company to one person - one machine operations.

#### **Disputes on Day Rates**

**13.17** Any disagreement with a day rate shall be processed in the following manner:

(A) The grievance shall be appealed directly to the Manager - Industrial Relations. The Local Union Time Study Representative, the Divisional Committeeperson and the Company Industrial Engineer shall review the day rate and jointly observe the operation unless agreed otherwise. It is agreed that the Plant Chairperson may be in attendance during the review.

(B) At any stage during this Grievance Procedure, including arbitration, the Union may request a representative from the National Union's Engineering Department and he/she shall be allowed to study the operation in dispute.

(C) If the grievance is not resolved within two weeks of the date of the grievance, it shall be referred to a mutually agreed arbitrator as quickly as possible and his/her decision will be final and binding on all parties.

**13.18 (A)** An employee working on a disputed (grieved) day rate will continue to work against the day rate until such time as the grievance is settled

**and he/she shall be expected to maintain at one hundred and twenty-five (125%) percent efficiency based on the day rate established by the Company. Failure to meet this 125% efficiency will be cause for disciplinary action up to and including suspension or discharge, however such disciplinary action will not be served until the day rate has been resolved.**

**The above is based on the procedure outlined in Clause 13.17 having been followed and completed.**

**(B) The day rate must be on the job at least five (5) working days except on a short run job which must be run for five (5) working days or three (3) production runs whichever comes first.**

## **Day Rate Arbitrators**

**13.19** The Company and Union have mutually agreed on one (1) person for the purpose of reviewing day rates under grievance. If the Company or Union find cause for dissatisfaction, the person selected could be terminated by either the Company or Union and a replacement will be selected by mutual agreement.

## **ARTICLE 14 - STANDARDS AND INCENTIVE RATES**

**14.01** The Company agrees to establish work standards on all incentive jobs. These standards shall be established using any of the current accredited Industrial Engineering techniques. In the event of a dispute on any standard, the stop watch method will be used for verification.

The Company, in establishing work standards, will do so on the basis of fairness and equity in that such standards shall be based on reasonable working capacities of normal experienced employees working at a reasonable pace producing quality work using prescribed methods.

**14.02** Before the Company observes or studies any job, the worker who works on the job and the Union's representative shall be notified in advance and shall be told the purpose of the observation or study.

(A) Where a job is being studied for the purpose of establishing a work standard, it shall be the Company's responsibility to establish and instruct the operator in the prescribed method prior to the study being made. The operator to be studied shall be mutually agreed upon by the parties and shall be an operator who normally performs the job.

(B) The operator shall not be serviced or assisted by anyone except those whose job it is to service and assist.

(C) The study shall be taken under the conditions and circumstances that normally exist on the job, using stock and materials the operator can expect to receive based on these existing conditions and circumstances.

(D) The Union Time Study Representative shall take a study at the same time as the Company Time Study Representative and at the conclusion of such study they shall compare their studies. The standard shall be established by the Company.

**14.03** Upon request of the Plant Chairperson or his/her designated representative, the

Company will provide copies of all the relevant records required for investigation by the Union of a work standard.

**14.04** The Company shall post all existing work standards on the respective jobs and machines and keep them clear and up to date. This sheet will also show all elements of the job and approximate stock locations.

**14.05** The work standard shall include an allowance of fifteen per cent (15%) which shall include rest periods and wash-up for personal relief, fatigue, and unavoidable delays.

An additional allowance of ten percent (10%) shall be applied to all new or revised jobs in which the production process is totally machine controlled.

**14.06** A work standard once established shall not be changed except in the case where the Company makes a substantial change in the materials, tools, machines, method or design of an operation, unless it is found through investigation of a grievance presented by the Company or the Union that there is a clerical error or an error in computation. A work standard once established shall not be changed merely because of a change in feeds or speeds (except to utilized inherent idle time) name, symbol, or number of any materials, tools, machines, or operations.

**(A)** A change shall be considered to be substantial when it changes the time per piece in the time study which existed prior to the change by five (5) percent or more.

**(B)** Procedure for determining whether a change in the time per piece amounts to five (5) percent or more shall be as follows:

1. A time study shall be made of only those elements of an operation which are directly affected by the change.
2. After a time study as indicated in (1) above has been made, a comparative data sheet shall be set up showing the elements of the operation which have been affected by the change, how the change affected them, and the time for each element that existed prior to the change and the proposed time after the change.
3. The Company shall examine the data sheet and determine if the difference in the time for those elements of the operation which are affected by the change reduces the time per piece which existed prior to the change by five (5) percent or more.
4. If the difference in (3) above is determined to change the time per piece which existed prior to the change by less than five (5) percent, then under no

circumstances shall the time per piece be changed. However, if at some future date, additional changes are made, all elements which were previously changed but not used to change the work standard because the time did not amount to five (5) percent or more will be used, but the five (5) percent rule shall still apply.

5. If the difference in (3) above is determined to change the time per piece which existed prior to the change by five (5) percent or more, then the time for those elements affected by the changes as determined by the time study indicated in subsection (1) above, if any, shall be placed in effect and the old time study and work standard re-computed with the new figures. The Company will give a copy of the revised work standard to the Union simultaneously to issuance of the work standard.

(C) Whenever the Company makes a change in product, work standards for operations that existed prior to the change and are still performed on the changed product shall not be changed. On operations where a change has occurred, the procedure for changing standards will be followed.

(D) Any change to the work standard due to quality checks shall be reflected in the standard.

**14.07** It is understood employees are expected to follow prescribed methods established for incentive jobs in the Company's plants. However, employees through their own skill and effort will be allowed to alter such methods to increase their earnings including the increase of feeds and speeds. It is understood that where such alternate methods, feeds, and speeds, are inaugurated by employees, the safety, equipment and quality requirements specified by the Company will be adhered to. These safety requirements will include the safe operating procedures for tools and equipment. Such alternate methods shall not be interpreted as a job change as defined in Clause 14.06.

**14.08 (A)** An incentive worker shall be paid 165% of base rate when any one of the following conditions exists, and he/she is instructed to continue working on his/her normal job, or act in a capacity away from his/her normal job:

- (i) To perform under non-standard conditions;
- (ii) To perform with off-standard material;
- (iii) Malfunctioning machinery, tools or equipment.

**Employees will be required to submit production representing a minimum of 100% of the production standard for all time submitted under this provision.**

(B) An employee working on incentive shall be paid 175% of the base rate to perform on a job which is being revised from the time the revision is put into effect or on a new job which has no work standard for a period of sixty (60) calendar days. If the

work standard is still not established at the end of a sixty (60) day period he/she will be paid 190% of the base rate.

**14.09** During the work day, provision for payment of actual downtime at 125% of the base rate shall be provided, except downtime in excess of one hour in any one work day payment of downtime shall be 145% of the base rate. The employee will record such downtime on his/her production card at the time of such occurrence, and have it signed by his/her Supervisor. Any employee moving from one job to another during the work day shall not be paid downtime unless the employee is down at least three (3) minutes.

Employees going to first aid for other than an injury received on the job, or for any other non-job related reasons for which he/she has the permission of his/her Supervisor, will be paid 120% of his/her base rate for such time lost from production during his/her shift.

Employees who are assigned during working hours by the Company to have medical tests and/or examinations shall be paid average earnings.

**14.10** Work standards shall be expressed in standard hours per hundred (100) units produced. Standards will be established to provide an operator of average skill and ability working at a steady incentive pace the opportunity of earning two hundred and twenty (220) percent of the published standard but only for the time he/she is working against the standard.

**14.11** All incentive workers shall have their incentive earnings computed on the basis of their incentive performance on each job performed during the workday. The Company shall provide all employees with a record of their actual earnings on each job on the second work day following.

All correction pay slips will be given to the employee by their Supervisor.

**14.12** Incentive earnings shall be calculated on a daily basis. An employee's weekly average earnings shall be calculated on the basis of his/her total earnings, excluding overtime, night shift premium and Cost-of-Living Allowance, but including the add-on in Appendix "A" for the four (4) week period, ending two (2) work weeks previous. The Union will be supplied weekly with one copy of the employees average earnings.

### **Work Measurement**

**14.13** In order to enable an accurate assessment of the nature and degree of any changes, all time studies used in developing a work standard shall show all elements into which the operation has been broken down, the element and points, the sequence of elements, the method, a general sketch showing the location of tools, equipment and

stock applicable to the particular group or type of operations, and all other conditions and circumstances under which the operation was studied.

**14.14** Machine or process controlled elemental time will be recorded as observed while running according to the prescribed method. Rheostats and controls shall be at the settings as designated by the Company.

**14.15 (A)** All machine controlled, cycle controlled, production controlled or any other restricted time in a job shall be inserted in the work standard by leveling the machine, cycle, production or other controlled time so as to yield earnings on the same basis as manual time in the same job.

**(B)** As of August 21, 1980 all such controlled time in a job on any new or changed job will be leveled to yield earnings at 220%, except in jobs where it is mutually agreed to apply a straight cross referral. Relative to current base rates, for an employee of average skill and ability working at a good incentive pace, 220% is recognized as being a reasonable earnings opportunity, but only for the time he/she is working against the standard.

**14.16** Manually controlled elements will be leveled to one hundred (100) percent of normal performance.

All machine control time will be leveled to one hundred (100) percent of normal performance and rated as per Clause 14.15.

**14.17** Elements that occur at less than one for one will be entered as per occurrence.

**14.18** When establishing or revising a work standard on MIG Welders they shall be studied with the wire feed set at at a speed of **550** inches for .035 wire on a 250 AMP power source and will be rated as per Clause 14.15.

Additional tables shall be established for other wire sizes and power sources, such tables will be relative to the table in this Clause.

**14.19 (A)** Observed time for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled elements will be performance rated using walking three (3) miles per hour and dealing twenty-six (26) cards in fifteen (15) seconds as normal or 100%. Performance ratings will be recorded in increments of five (5) percent.

**(B)** For performance exceeding the work standard, the full premium shall be paid, i.e. 1% of actual performance exceeding the 100% established by the production standard with a minimum guarantee of 120% of the production standard.



Employees are expected to maintain at least **195%** efficiency of the established work standard.

**14.20** When manual elements of work and a machine controlled element occur simultaneously, the controlling time to be used as the elemental allowance time will be determined after the times are leveled and fatigue and personal factors applied. However this Clause will not restrict the Company to one person - one machine operations.

### **Disputes on Work Standards or Incentive Rates**

**14.21** Any disagreement with a work standard shall be processed in the following manner:

**(A)** The grievance shall be appealed directly to the Manager - Industrial Relations. The Local Union Time Study Representative, the Divisional Committeeperson and the Company Industrial Engineer shall review the standard and jointly observe the operation unless agreed otherwise. It is agreed that the Plant Chairperson may be in attendance during the review.

**(B)** At any stage during this Grievance Procedure, including arbitration, the Union may request a representative from the National Union's Engineering Department and he/she shall be allowed to study the operation in dispute.

**(C)** If the grievance is not resolved within two weeks of the date of the grievance, it shall be referred to a mutually agreed arbitrator as quickly as possible and his/her decision will be final and binding on all parties.

**14.22 (A)** An employee working on a disputed (grieved) standard will continue to work against the standard and be paid accordingly until such time as the grievance is settled and he/she shall be expected to maintain at **one hundred and ninety-five (195%) percent** efficiency based on the standard established by the Company. Failure to meet this **195%** efficiency will be cause for disciplinary action up to and including suspension or discharge, however such disciplinary action will not be served until the standard has been resolved.

If additional wages are due to operators who have worked on the job because the standard has been increased as a result of the grievance settlement, they will be paid retroactive to the date of the grievance.

The above is based on the procedure outlined in Clause 14.21 having been followed and completed.

**(B)** The standard must be on the job at least five (5) working days except on a short run job which must be run for five (5) working days or three (3) production runs whichever comes first.

## **Production Standards Arbitrators**

**14.23** The Company and Union have mutually agreed on one (1) person for the purpose of reviewing standards under grievance. If the Company or Union find cause for dissatisfaction, the person selected could be terminated by either the Company or Union and a replacement will be selected by mutual agreement.

## **ARTICLE 15 - SKILLED TRADES**

The provisions of the General Agreement shall apply to employees in the Skilled Trades classifications except as altered by the provisions of this Article.

**15.01** Skilled Trades, for the purpose of this Agreement, shall be outlined in Appendix "B".

**15.02** Seniority in the Skilled Trades departments shall be by non-interchangeable occupations or trades within a department or group of departments. There shall be a separate seniority list by basic trades or classifications for Skilled Trades employees. Such employees will not be listed on departmental seniority lists. Such lists shall be available every four (4) months.

**15.03** Employees presently working under classifications listed under Appendix "B" as of April 7, 1968 shall have their total seniority in their trade classification.

Future employees entering a trades classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "B".

**15.04 (A)** Production workers will not carry seniority into the trades or classifications listed under Appendix "B".

**(B)** When more than one bargaining unit employee transfers into a skilled trades classification on the same day, their bargaining unit seniority will only be used to determine their order on the skilled trades seniority list.

**15.05** Should a Skilled Trades employee become medically unfit and unable to follow his/her skilled trade, both the Company and the Union will co-operate in endeavoring to place such an employee on a job he/she is capable of performing. In the event that an employee removed from a Skilled Trades classification is subsequently cleared, by medical examination, to return to such classification he/she may elect to exercise his/her total accumulated Skilled Trades seniority as defined in Clause 15.03 to return to such classification provided he/she exercises such election within fourteen (14) calendar days of his/her receipt of medical clearance.

**15.06** The term "Journeyman/Journeywoman" as used in this Agreement shall mean

any person:

**(A)** Who presently holds a Journeyman's/Journeywoman's classification in a Skilled Trades occupation, or;

**(B)** Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates his/her claim of service, or;

**(C)** Who has eight (8) years of practical experience in the Skilled Trades Classification in which he/she claims Journeyman's/Journeywoman's designation and can prove same. A CAW/UAW Journeyman's/Journeywoman's card will be accepted as proof.

**(D)** Who holds an Ontario License, Certificate of Qualification issued by the Ministry of Colleges and Universities, provided he/she qualifies under (b) or (c) above.

**(E)** Prior to an employee's starting date, the Company shall present to the Skilled Trades Committeeperson documented proof of the respective trade that the new employee is applying for.

**15.07** Any further employment in the Skilled Trades occupation in the Bargaining Unit shall be limited to Journeymen/Journeywomen and apprentices, except as outlined below.

**15.08 (A)** During any period when Journeymen/Journeywomen are unavailable, it is agreed that non-Journeymen/Journeywomen employees may be hired or reclassified on a temporary basis to supplement the work force in a Skilled Trades classification. They shall be known as supplemental employees for present employees and new supplemental employees for new hires.

**(B)** The opportunity to work as a supplemental employee shall be offered first to seniority employees; second to any laid off employees with seniority who have the present ability or an adaptable skill to do the work; if there are no laid off employees eligible, new employees may be hired on a temporary basis.

**(C)** When a Journeyman/Journeywoman becomes available either by hire, transfer or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such Journeyman/Journeywoman will replace the supplemental employee who shall then be laid off or returned to his/her original department.

**(D)** A supplemental employee shall not accumulate seniority within the Skilled Trades classification but shall accumulate Bargaining Unit seniority to return to his/her former job, or to apply for vacancies in the plant, as provided elsewhere in this

Agreement.

**(E)** Supplemental employees shall receive ten (10) cents per hour below Journeyman's/Journeywoman's rate of the classification or trade.

**(F)** Supplemental employees shall not be permitted to work overtime until all the Journeymen/Journeywomen in the trade or classification being supplemented are given the first opportunity.

**(G)** A supplemental employee will have seniority in respect to other supplemental employees assigned to a given classification.

**(H)** Any regular supplemental employee shall work out of a Skilled Trades department.

**(I)** Supplemental employees will not be used for Skilled Trades work unless a meaningful discussion has been held with the Skilled Trades Committeeperson or his/her designate. The period of the supplemental employee will be defined by a starting date and finishing date with extension privileges after meaningful discussion with the Committeeperson or his/her designate and the employees will be identified by the Company prior to the start of work.

**15.09** In the event of an increase or decrease in the work force in any Skilled Trades classification as designated in Appendix "B", and the flow chart below, the following procedure shall apply.

**(A)** First - supplemental, second - probationary, employees will be laid off from their Skilled Trades classification.

**(B)** If any further employees are to be reduced from any skilled trades classification as listed in Appendix "B" such employees will be laid off or transferred in order of their seniority from such Skilled Trade classifications. At this time senior employees will have the option to use inverse seniority to take the layoff. After sixty (60) days the employee will have the option to return at any time.

**(C)** Employees affected by a layoff or cutback in the workforce as per (A) and (B) above may exercise their total Bargaining Unit seniority as per 9.20 **(D)**.

**(D)** Employees declining the opportunity to exercise their total Bargaining Unit seniority as per (C) above shall only retain recall rights in the Skilled Trades classification. It will not be construed as cause for disqualification under the S.U.B. program.

**(E)** Recalls shall be made in reverse order of layoffs.

**15.10 (A)** Promotions or transfers within a Skilled Trade to a higher paid job or better job with equal pay shall be based upon the qualifications (must have Journeyman/Journeywoman status), experience and further developed skills of the respective applicants. When these factors are considered to be equal, the employee with the greatest seniority will be given the preference.

**(B)** If a promotion or transfer within a related skilled trade requires a skill not possessed, but appropriate training is available, the interested senior applicant will be given the opportunity to gain the needed skill within a reasonable period of time before help is hired.

**(C)** Data transfer and PLC logic programming including adding, deleting, changing and trouble shooting on the plant floor is the responsibility of skilled trades subject to the Company's direction, supervision and approval. The implementation of new systems of receiving and delivering information (fibre optics or any other new technology) in the future will not alter the intent that this is normally and historically Skilled Trades work.

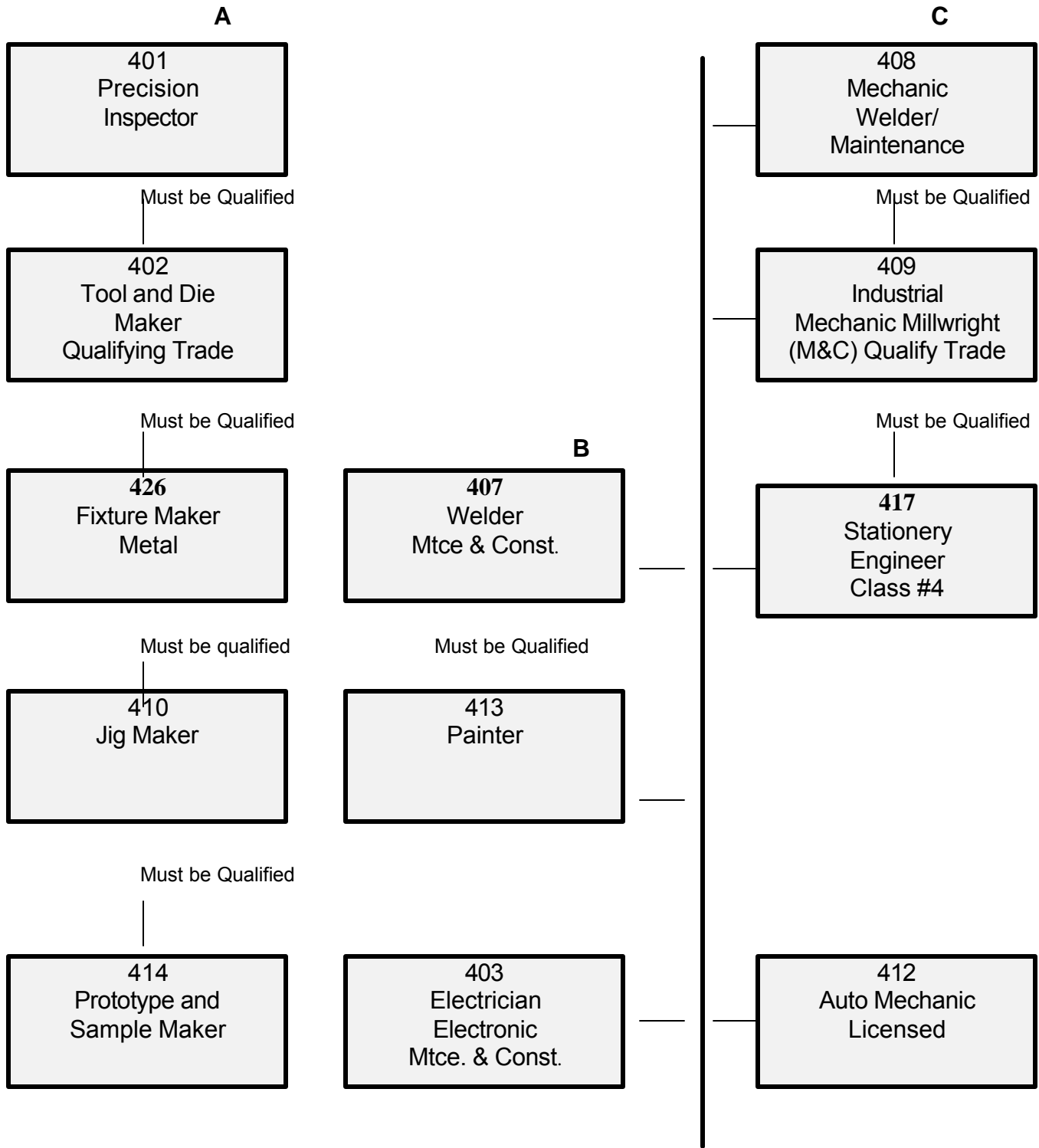
It is understood that on new equipment (including new PLC systems) during the first two months the responsibility to debug and trouble shoot the programs will be the responsibility of management. It is also understood that during major model changes this two month period covered above may be extended by mutual agreement of the parties.

**(D)** It is agreed by the parties that normal warranties excluded, the Company will not purchase extended warranties or service contracts from outside vendors to perform work normally performed by the bargaining unit.

**(E)** Layoff within the Flow Chart

In the event of a layoff, bumping within the flow chart shall be in either direction. The employee must have journeymen/journeywomen status in the respective trade and will take his/her seniority with him/her to his/her related classification within his/her trade. He/she will replace the low seniority employee within the qualifying trade section of the flow chart.

If the low seniority employee being displaced is in classification 417 – Stationary Engineer 4<sup>Th</sup> Class, he/she may be retained for up to two weeks in order to provide necessary training to the employee who has displaced him/her.



-----LAYOFF-----

**(F) Seniority Within the Flow Chart**

On any move up or down on any opening within a section of the flow chart, the employee will take his/her seniority with him/her if in the related classification - he/she must be qualified.

All openings must be posted within the appropriate section of the flow chart first, then plant wide.

**15.11** Should a Skilled Trades employee, possessing Journeyman's/Journeywoman's qualifications in another trade as listed in Appendix "B" request a transfer, through job postings, or be transferred from his/her present classification into another non-related Skilled Trade Classification he/she shall retain seniority in his/her former classification for thirty (30) days, after which he/she will forfeit his/her seniority rights in his/her former Skilled Trades classification from the date of entry. This transfer shall not apply to layoff or recall and is limited to once yearly.

**15.12** The Company and the Union agree to implement an Apprenticeship Program for the Skilled Trades of Industrial Mechanic Millwright (M & C), Electrician (M & C), Tool and Die Maker, Welder (M & C). While completing his/her standard contract of 9,000 hours the Electrical Apprentice will have the option to take the electronic control course, if available. The apprenticeship standards as agreed to shall be considered as an inseparable part of this Agreement.

**15.13** When the Company appoints a lead hand of Skilled Trades employees, he/she shall be a Skilled Trades employee, who, while engaged in his/her regular Skilled Trade occupation, leads or processes the work of two or more employees.

Only a journeyman/journeywoman shall be considered as a lead hand in his/her respective trade, on the understanding that this does not prohibit such lead hand from leading other Skilled Trades groups.

A lead hand shall receive fifty (50) cents above his/her own classification rate of pay.

**15.14 (A)** The Company agrees to provide fire and theft insurance to cover recognized tools of the trades for Skilled Trades Employees. This coverage will be at replacement value with a \$10.00 deductible provision per claim.

No coverage will apply to tools not recorded in the forms provided to the Company and the Union or tools that are continually taken off Company property.



Claims processed under this provision will be subject to a thorough investigation.

**(B)** The Company shall provide a form to be filled out for the purpose of recording the employee's tools. The employee shall be responsible for ensuring that this form is properly filled out, including all additional tools.

This form shall be photocopied by the Company.

The employees shall retain one (1) copy of this form and one (1) copy shall go to the Union and the third copy will be retained by the Company.

**15.15** All work performed in the Skilled Trades by Bargaining Unit employees shall be done by Skilled Trades employees and/or apprentice employees and/or supplemental employees as covered in this Article of the Agreement.

**15.16 (A)** The Company agrees that shifts in the Skilled Trades will be on a rotating basis and shall be equally shared with the exception of probationary employees or unless mutually agreed otherwise. Skilled trades employees will retain the right to the use of 11.06.

**(B)** The Company will give a one (1) week notice to the Union and employee(s) involved prior to any shift change implementation.

**15.17** There shall be no numerical or alphabetical classifications within the Skilled Trades and equal rates will be paid throughout the Bargaining Unit for equivalent classification covered by this Agreement.

**15.18** In the event the Company may acquire some advanced type of machinery or equipment that would call for special servicing, or operation by an employee of the appropriate skilled trade, it is agreed that such employee will be given the advantage of taking instruction as may be needed, in order that the employee may become familiar with the necessary repair and maintenance and operating techniques required. The Company will offer instructions or training opportunities to all skilled tradespeople within the affected classification by qualified instructors at a satisfactory location.

The Company agrees to pay the cost of lost wages, if any, for such training.

**15.19 (A)** Where an employee desires to further his/her knowledge in his/her particular Skilled Trade by taking courses related to his/her trade, the Company agrees to assist him/her with such training when he/she complies with the following procedure:

(i) Submits an application for tuition refund at least three (3) weeks prior to the commencement of the course.

(ii) Received the approval of the Manager - Industrial Relations or his/her designate before proceeding to take such course.

(iii) Satisfactorily completes such courses.

(B) Reimbursement for tuition and required text books will be made, after the employee provides satisfactory evidence of successful completion of the course as follows:

(i) For courses with tuition and required text books of three hundred dollars (\$300.00) or less, the Company will pay the full amount.

(ii) For courses with tuition and required text books of more than three hundred dollars (\$300.00) to a maximum of fifteen hundred (\$1500.00), the Company will reimburse the first three hundred dollars (\$300.00) and eighty (80) percent of the amount in excess of three hundred dollars (\$300.00).

(C) Such courses must be taken during the employee's non-working hours. Employees working on afternoon shift shall have time off from work to attend classes without pay. Approval under this Clause will be for up to one (1) year with extensions if necessary, provided each section is successfully completed.

Successful completion of courses under this Clause will be recorded on the employee's personnel record.

**15.20 (A)** The Company agrees to deduct dues as may be authorized by the Canadian Region Skilled Trades Council C.A.W. from employees hired, re-hired, re-instated or transferred to a skilled trades classification or trades as listed, upon receipt of individual authorized cards signed by such employees. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees, and their respective trade shall be remitted to the financial secretary of the local union on a separate list.

(B) The deduction of the Skilled Trades Council dues shall be a condition of employment in the Skilled Trades.

**15.21** All work in each Skilled Trade shall be equally divided among all employees

in that classification.

**15.22 (A)** Overtime will be equitably distributed among employees in their classification in their respective department. Any employee or employees working on a job which is not completed in the regular shift or overtime working hours, shall be permitted to continue the job until completion, but not to exceed five (5) hours. Overtime on a day to day basis shall continue to be offered to the lowest person in the classification. Any deviation from normal overtime practices shall be discussed by the Supervisor with the Steward. As of January 1st each year, all overtime hours charged will be reduced by an amount equal to the lowest hours charged within the affected classification. It is also understood that by mutual agreement this adjustment may be made at other times throughout the year.

**(B)** When the number of employees working overtime in the Trade equals or exceed five (5) employees regardless of department or shift from which the employees are selected to perform the overtime assignment, the Steward will be given the opportunity to work provided it is in his/her own classification and provided he/she has the lowest hours in that classification. Failing the above, the Union may appoint one of the employees scheduled to work as Acting Representative for the period of absence of the regular Steward and shall advise the Company accordingly.

**(C)** When overtime is scheduled in a production area not already covered by Skilled Trades the Company will endeavor to schedule the appropriate Skilled Tradespeople to perform those necessary assignments that are likely to occur.

**(D)** Overtime will be recorded in the following manner; all time worked at time and one-half will be charged at one and one-half the hours worked. All time worked at double time will be charged at double the hours worked. **During the regular week, no hours will be charged to an employee who agrees to work unscheduled overtime provided that all of the employees within the classification have previously declined the opportunity.**

**15.23** The Company will provide coveralls, shop coats, aprons with pockets and cloth hand wipers, upon request for all Skilled Tradespeople.

**15.24 (A)** Work normally and historically performed by Bargaining Unit employees will not be performed by outside contractors, if the Company has the workforce, skills, equipment, and facilities to do such work.

**(B)** No Bargaining Unit employees with the present skill and ability shall be laid off while work belonging to the Company is being performed by outside contractors, providing such work can be performed by such employees.

**(C)** When sub-contracting involves work in the plant, the employees in comparable classifications within the Bargaining Unit or those Bargaining Unit employees who work with employees of outside contractors shall be scheduled to work at least the same number of hours as those worked by the outside contractor's employees. When sub-contractors are involved with the installation of new equipment, dies, fixtures and jigs or alterations to present equipment, dies, fixtures and jigs Bargaining Unit employees in comparable classifications shall be assigned to assist or observe in the installation or alterations. If a Bargaining Unit employee notices flaws in equipment, dies, fixtures and jigs, he/she shall report same to his/her Supervisor.

**(D)** The Company agrees there shall be meaningful discussion between the Company and the Union prior to soliciting bids and prior to any job being sub-contracted out. If the Company finds it necessary to contract out Skilled Trades work performed by its own employees, the Company will notify the Union in advance of such work being performed and the Company will describe the general nature and scope, including estimated trades and workforce involved, approximate dates within which the work is to be performed and why the service of outside contractor(s) is being contemplated at such time.

The Company will examine any alternatives proposed by the Union, and if they are competitive and within time limits, the Company will adopt these alternatives rather than have the work contracted out.

**(E)** The Company now agrees that the manufacture of new dies in addition to the refurbishing of dies shall be considered as coming under the scope of work normally and historically performed by bargaining unit employees subject to the following:

**1.** When outside contracting of either new or refurbished dies is to take place, then meaningful discussions shall occur as provided in Section 15.24 (D) of the Collective Agreement.

**2.(a)** The Company will explain the business exigencies that make the services of an outside contractor necessary based on such factors as equipment, skill and time limitations.

**(b)** The word "Equipment" refers to the physical ability and capacity of equipment; the word "skills" is defined to mean the building of dies; and the word "time" refers to the customer delivery time within which the Company must have the die.

**3.(a)** When determining whether or not new tooling can be built in-house the parties recognize that the normal maintenance requirement

of the toolroom must first be maintained.

**(b)** The Union will have the opportunity if they so indicate at the meeting, to reply within a reasonable period of time as to the grounds upon which they believe the work can be done in-house in accordance with item 2 and 3(a) and why the perceived limitation factors are not applicable.

**4.** If the work can be done in-house on regular and overtime hours in accordance with item 2 and the above noted limitations are inapplicable, then the work shall be done by the skilled trades employees of the Company in the Toolroom and not by an outside sub-contractor.

**15.25** The Company agrees to pay a tool allowance **of four hundred dollars (\$400.00)** to each Skilled Trade employee in the following classifications:

402 403 404 408 409 410 412 414 426

This allowance will be paid in one installment of **four hundred dollars (\$400.00)** with the first pay in September of each year for the life of the Agreement.

In addition the Company agrees to pay the cost of license renewals for skilled trades when required by law.

**15.26** Overtime sheets will be given to the Steward the day following the overtime, with the exception of weekend overtime, which will be given on Monday.

### **Lines of Demarcation**

**15.27** Where disputes have been resolved pertaining to normal duties and responsibilities in the Skilled Trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

**15.28** The Company and the Union agree that when there are complaints and grievances pertaining to Skilled Trades employees, any discussions and resolves that involve the Union will include the appropriate Skilled Trades Union representative(s).

## ARTICLE 16 - COST-OF-LIVING ALLOWANCE

**16.01** All employees in the Bargaining Unit shall be granted a Cost-of-Living Allowance. The Cost-of-Living Allowance will be determined in the following manner:

During the calendar years **2002, 2003 and 2004** the Cost-of-Living Allowance will be adjusted for fluctuations in the Consumer Price Index (CPI), published by Statistics Canada (1986 = 100).

Effective Date of Adjustment -First Pay Period Beginning on or After	Based on CPI Published in	Deviation to Yield one cent
January 15, 2002/2003/2004	January	.073
April 15, 2002/2003/2004	April	.073
July 15, 2002/2003/2004	July	.073
October 15, 2002/2003/2004	October	.073

The above deviation shall be that accumulated by the CPI during the three months preceding the date of adjustment.

In computing the adjustment of Cost-of-Living Allowance due in January, **2002** and after, a table will be constructed using the index number of **150.4** published by Statistics Canada in October **2001**, using a starting base of .05 cents per hour.

**16.02** The amount of any Cost-of-Living Allowance in effect at the time shall be included in computing overtime pay, holiday pay, call-in pay, vacation pay, bereavement pay, jury duty pay.

**16.03** In the event that Statistics Canada does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustment in the allowance required by the Index shall be effective at the beginning of the first pay period after the Index has been officially published.

**16.04** No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for the Consumer Price Index for any month on the basis of which the allowance has been determined.

**16.05** The continuance of the Cost-of-Living Allowance shall be contingent upon the availability of the official monthly Consumer Price Index in its present form and calculated on the same basis as the Index for December **2000**, unless otherwise agreed upon by the parties.

## **ARTICLE 17 - INSURANCE PLAN / Legal Services Plan**

Such plan will form Exhibit "A" of this Agreement as if set out in full herein.

## **ARTICLE 18 - SUPPLEMENTAL UNEMPLOYMENT BENEFITS / Severance Pay Benefits**

Such plans will form Exhibit "B" and Exhibit "D" of this Agreement as if set out in full herein.

## **ARTICLE 19 - PENSION PLAN**

Such plan will form Exhibit "C" of this Agreement as if set out in full herein.

## **ARTICLE 20 - GENERAL**

### **Bulletin Boards**

**20.01** The Company agrees to establish an adequate number of notice boards for the Union use. The Union will submit all notices to the Manager - Industrial Relations or his/her designate for approval prior to posting on such boards. The Company will allow the Union to set up a publication rack in the plant to enable workers to receive copies of the official publications of their Local and National Union.

### **Change of Address**

**20.02** An employee will notify his/her immediate Supervisor and the Union within five (5) working days of any change of address. The Supervisor will complete a change of address form in triplicate and the employee will sign the form and receive a receipt. The Supervisor will forward one copy to the Industrial Relations Department and one copy to the Union.

In cases where the employee is on layoff or leave of absence, such notice will be given by registered mail or in person to the Industrial Relations Department. The employee will receive a receipt from the Company that he/she has given such notice.

The Company shall be entitled to rely upon the address shown upon its records in the Industrial Relations Department.

### **Personnel Outside Bargaining Unit**

**20.03** Any persons outside of the Bargaining Unit shall not be permitted to perform

work normally performed by an employee in the Bargaining Unit except:

- (A) In an emergency when regular employees are not available;
- (B) In the instruction and training of employees;
- (C) In the performance of necessary work when difficulties are encountered on the job;
- (D) In the development of products and preparation of samples and;
- (E) In the development of the method of operation.

The above exceptions shall not be used to deprive any employee of work time. The Supervisor will keep the Steward informed of the nature of such work, prior to the work being performed, where practicable.

**20.04 The pay period will be from Sunday to Saturday. The Company agrees that employees will have their pay cheques directly deposited to the financial institution of their choice on Thursday at least one (1) hour before the end of their regular shift. In case of an emergency the Company will make the pay cheque available as soon as practicable.**

When an employee has a pay shortage of **one-hundred (100)** dollars or more, the discrepant amount will be paid on the day following the regular pay day.

### **Lead Hands**

**20.05** A Lead Hand leads a group of people in his/her department. He/she may be required to perform the regular duties of his/her normal classification and in addition, assign work to the individuals in other classifications under his/her direction. An employee may only be a Lead Hand in his/her regular department and shall have no rights over and above the other employees in their regular classification or department. He/she will report directly to the Supervisor of the department and will not be involved with the hiring, separation or formal disciplinary procedures of the Company.

Lead Hands shall be subject to all terms of this Agreement.

A Lead Hand leading a non-incentive group of employees, shall receive fifty cents (50¢) per hour above the highest classification rate of the group he/she is leading.

**A Lead Hand leading a day-rate group of employees, shall receive fifty cents (50¢) per hour above the day-rate of the group he/she is leading.**



A Lead Hand leading an incentive group, shall be paid 150% of the base rate for incentive employees, plus the add-on in Appendix "A".

## **Hiring Rate**

**20.06 Probationary employees will be maintained at 85% of the base rate stipulated in Appendices "A" and "B" of this Agreement for twenty-four consecutive months. This twenty-four month period is automatically extended by the period of any absence from work for any reason including but not limited to layoff, leave of absence or illness.**

## **Appendices**

**20.07 (A)** Attached hereto and forming a part of this Agreement is Appendix "A" covering Job Classifications and applicable Wage Rates for non-incentive and incentive workers.

**(B)** Attached hereto and forming a part of this Agreement is Appendix "B" covering Job Classifications and applicable Wage Rates for Skilled Trades.

**(C)** Attached hereto and forming part of this Agreement is Appendix "C" showing areas of Union Representation.

**(D)** Attached hereto and forming part of this Agreement is Appendix "D" covering the Apprenticeship Standards.

**(E)** Attached hereto and forming a part of this Agreement is Appendix "E" covering letters between the Company and the Union.

**20.08** The Company agrees when a new employee is hired, the Company will introduce such employee to his/her Steward.

## **ARTICLE 21 - HEALTH AND SAFETY**

**21.01 (A)** The Company recognizes its obligation to provide a safe, healthful working environment for the employees.

**(B)** The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful working environment.

**(C)** The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with the Ontario Occupational Health and Safety Act

(R.S.O. 1990, C. 0.1) and its regulations in effect on September 1, 1995.

**21.02** The wearing of safety glasses is compulsory throughout the plant and this rule is a condition of employment.

The Company will bear the full cost of the first pair of such glasses, including fitting fees, with a choice of four (4) different frames including prescription lenses, where required, and the employees that require bi-focal lenses shall have a choice on type of lenses.

In addition the Company will assume the cost of replacement safety glasses only if they are damaged on the job or if a new prescription is required.

The Company will provide hearing protection at no cost to employees and will replace, repair, or cause to be repaired, without cost to the employee, any hearing protection that is accidentally damaged during the course of employment if not due to personal negligence or carelessness.

**21.03 (A)** The Company will continue to subsidize the purchase of safety boots and shoes by its active employees up to \$100.00 each calendar year, and an additional pair to the extent of forty (40) percent of the purchase price without tax. The employees may purchase such safety shoes from the location of their choice, but must for purposes of reimbursement provide the Company a receipt of purchase indicating size, type and price. Prior to the purchase of an additional pair because of wear and tear the employee must secure approval from the Manager of Industrial Relations.

**(B)** The wearing of protective hard hats shall be voluntary unless otherwise specified by the Department of Labour, in which case the cost of such hard hats will be borne by the Company.

**21.04** Where the nature of the task assigned to an employee requires the use of other special equipment or clothing, such other equipment or clothing will be provided by the Company in good repair.

The Company agrees to maintain and or improve present practices and review the total situation with the Safety Committee, with mutual agreement on any additional requirements.

**21.05** For the purposes of Article 21, the Joint Health, Safety and Environment Committee will be referred to as "the Committee".

The Committee will consist of four (4) members, two (2) of whom shall be appointed by the Company and two (2) of whom shall be the appointed or

elected representatives. The Union will appoint or elect one person from the two (2) members to be the spokesperson for the union in matters of health and safety.

The Union will appoint or elect two (2) alternates to function in the absence of the two (2) permanent members. These alternates will additionally participate in the monthly Joint Health, Safety and Environmental Committee meetings.

**It is agreed that the Ergonomics committee will function as a sub-committee of the Joint Health Safety & Environment Committee.**

The Company agrees to recognize two (2) full time Health and Safety Representatives, who will be appointed or elected by the Union, and they will function, one on each of the day and afternoon shifts. **Off shift representation will be provided on a call-in basis as required.** Both full time Health and Safety Representatives shall be certified in accordance with provincial legislation.

Following a failed attempt to reach a bilateral solution with the management certified representative, the Company recognizes that the certified workers representative will have the unilateral right to shutdown equipment. Should equipment be shut down by a "certified member" of the Committee, an incentive employee will be paid 200% and a non-incentive employee will be paid the rate of the job until he/she is re-assigned.

The Union Health and Safety Representatives functions will include but not be limited to the following:

**(A)** Meet monthly at a mutually agreed time and place with the Company Health and Safety Representatives to:

- i) Review health and safety conditions within the plant and make recommendations as deemed necessary or desirable, and;
- ii) Review, recommend, and participate in the development of plant safety education, information programs, and employee/supervisor job related safety training programs;
- iii) Establish safety training programs on all jobs that may require such training and, where practical, deliver programs **and updates** developed through the Committee.

**(B)** Make monthly inspections of the plant with the General Supervisor of the area or his/her designate to assure there is a safe, healthful and sanitary working environment.

**(C)** Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and in addition to be informed of accidents that did not result in serious injury but indicate a high potential for such.

**(D)** Receive all accident reports covered in (C) above.

**(E)** Accompany the National Union Health and Safety Representative(s), who, with prior advance notice, will have access to the plant and locations where members of the union are employed, for the purposes of making safety and health inspections. The Company Safety Director or his/her designate will also accompany them while on Company premises.

**(F)** Accompany the Government Health and Safety Inspector during his/her regular inspection or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of his/her inspection, shall be given to the Union Health and Safety Representative.

**(G)** The Company will make available sampling and monitoring equipment for measuring noise, carbon monoxide, and air flow and will train the Union Health and Safety Representatives in their use. When the conditions in the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly.

**(H)** Assist in the updating and maintenance of required WHMIS documentation and assist with any additional programs related to hazardous material control through the Committee.

**21.06 (A)** The Company will continue to disclose the identity of all known physical agents, toxic materials or other hazardous substances to which workers are exposed.

**(B)** Any pertinent information such as symptoms, medical remedies, antidotes, required protective equipment, storage hazards etc., will be made available to the Committee.

**(C)** A fully filled in material safety data sheet shall be considered to be in compliance with the above requirement.

**21.07 (A)** The company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide

the specific tests required for employees in jobs with special physical requirements.

**(B)** Provide to each employee or his/her physician, upon written request of the employee, a complete report of the results of any such tests or examinations, and will review the test results with the employee.

**21.08** The procedures established in this Health and Safety Program shall not preclude the right of any employee to file a grievance at Step I of the grievance procedure. Any health and safety grievance shall be filed through the supervisor of the department in which the alleged violation occurred. The primary responsibility of resolving differences involving health and safety matters remain with the management and plant bargaining committee.

**21.09** No employee will be disciplined in the event that he/she has complied with section 43 of the Occupational Health and Safety Act, as it is now written or hereafter amended.

**21.10** The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machine or equipment. The Company agrees to discuss these rules and regulations with the Union prior to implementation.

It is further understood that the Company will welcome the suggestions of any employee regarding improvements in conditions considered to be of a hazardous nature.

**21.11** The Company will install a "Lock Out System" on machinery and equipment in conformity with the Department of Labour Standards. The Company will set up a training program for employees utilizing the "Lock Out System". The Committee will monitor the effectiveness of the "Lock Out System" annually.

**21.12** Any machine or device which is found to be in an unsafe or hazardous condition shall be "Locked Out" with the prescribed locks by the Supervisor in the presence of a Union representative and remain so until made safe.

Locks will not be removed without a Union representative being informed.

**21.13** The Company agrees to provide adequate medical facilities. The Company will staff the medical aid centre with qualified medical aid staff and such staff shall be assigned to all shifts when more than **seventy-five (75)** employees are assigned to work, including overtime shifts.

**21.14 (A)** If an employee is injured on the job, he/she will be paid average earnings (including the current Cost-of-Living Allowance), for the balance of the first

shift on which he/she has been sent home or to a hospital or doctor by the medical staff of the Company because of such injury. This shall also apply for time that an employee requires to be treated by the Company's medical staff.

**(B)** If an employee is injured in the plant and the Company wishes to place him/her on a job within his/her capabilities, the employee shall be paid average earnings for incentive employees, **dayrate for day rated employees** and his/her own rate for non-incentive employees or the rate of the job, whichever is the greater.

**(C)** Employees returning from Workers' Compensation, while still partially disabled, shall be paid as per (B) above except that, when the Worker's Compensation Board is still providing the employee with partial benefits, he/she shall receive the rate of the job.

**(D)** If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant or to the employee's home.

It is further agreed that an employee will be paid for the time lost due to subsequent treatments related to an industrial accident, during his/her regular working hours, when such treatments are pre-arranged with the Company.

**21.15** Every year on April 28, work will stop on each shift in order that one minute silence can be observed in memory of workers killed or injured on the job. **The Bargaining Committee will meet with management to recommend a method of accomplishing this memorial in an appropriate manner.**

## **ARTICLE 22 - PLANT MOVEMENT**

**22.01** Except where prohibited by law, whenever the Company transfers operations from any plant or office covered by this Agreement to another plant or office owned, acquired or built by the Company, employees engaged in such operations or any employee laid off as a result of such transfer may, if they so desire, be transferred to the new plant or office with their full Company seniority including all the benefits provided for in this Agreement.

**22.02** Any employee declining such a transfer may accept a termination and be eligible to receive severance pay in accordance with the requirements of Ontario law.

**22.03** An employee accepting a transfer will be paid a moving allowance provided:

**(a)** The plant location is at least eighty (80) kilometers from the plant at which he/she last worked and he/she moves his/her residence as a result of such relocation,

and;

**(b)** His/her application is received by the Company within six (6) months after commencing employment at the new plant.

**22.04** The amount of the moving allowance will be as shown in the following table:

Kilometers Between Plant Location			Single	Married
80	-	159	\$895	\$1,865
160	-	479	985	2,045
480	-	799	1060	2,140
800	-	1599	1,255	2,510
1,600	or more		1,445	2,870

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a Relocation Allowance or its equivalent under any present or future governmental legislation, the amount of Relocation Allowance provided under this paragraph when added to the amount of Relocation Allowance provided by such legislation shall not exceed the amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

**22.05** Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to these provisions.

**22.06** In the event of a layoff which is expected to result in seniority employees being permanently laid off, such laid off employees who make application through the Company will be given due consideration on a seniority basis over other applicants who have not previously worked for the Company for job openings in other CAW represented Lear plants. An employee hired under this provision shall retain recall rights per their Collective Agreement. He/she shall begin in his/her new plant as a seniority employee with his/her date of hire in the new plant being his/her seniority date. His/her Company accumulated seniority will be recognized for eligibility purposes of vacation entitlements as provided in the new plant.

**22.07** Any seniority employee may make application through the Company for possible future job openings as indicated in Clause **22.06** above and the Company shall give due consideration to any such application. Any employee hired as per this clause shall retain seniority rights in this plant until such time as he/she has successfully completed his/her probationary period in the new plant.

## **ARTICLE 23 - DURATION**

**23.01** This Agreement shall become effective from the 1st day of January, **2002** to and including the 31st day of December, **2004**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the



notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 31st day of December, **2004**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

**23.02** If pursuant to such negotiations, an agreement on the renewal or revision of this Agreement is not reached prior to the current expiration date, it shall continue in full force and effect until a new Agreement is signed, or until it is canceled by either party in writing, provided that such written notice of termination cannot be given by either party prior to the date on which conciliation proceedings under the Ontario Labour Relations Act have been exhausted.

Signed this **7th** day of **December, 2001** at Kitchener, Ontario.

For the Company:

R. Van Heukelom  
R. Bryan  
B. Francis  
F. Murovec  
J. Bricker  
W. Baurose  
A. Roemer

For the Union:

W. McKay - National Representative (C.A.W.)  
J. Woods - Plant Chairperson  
Al Malott - Committeeperson  
Brian Kropf - Committeeperson  
M. Pigeau - Committeeperson  
Bruno Valente - Committeeperson  
Dave Bailey - President  
Sym Gill - Director Pension & Benefits (CAW)

**APPENDIX “A”:**

This Appendix “A” referred to in this Article 20 and forming part of this Agreement, made between Lear Corporation Canada, Kitchener Plant and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1524, dated this **7th** day of **December, 2001**.

Job Class Name		1/1/2002	1/1/2003	1/1/2004
Non-Incentive				
100	S.P.C. Mfg. Attendant.....	26.97	27.37	27.77
110	Quality Auditor.....	26.88	27.28	27.68
111	Setup.....	26.98	27.38	27.78
112	Automatic Feed Blanking Press Set-up (helper)	26.98	27.38	27.78
125	S.O.A. Tube Mill.....	26.98	27.38	27.78
126	S.O.A. Slitter.....	26.98	27.38	27.78
130	20 Ton Crane Operator.....	26.22	26.62	27.02
132	Die Cleaner.....	26.22	26.62	27.02
133	Oiler.....	26.22	26.62	27.02
136	Misc. Painter-Dies, Die Racks, Jigs,Set-up Bins.	26.22	26.62	27.02
140	Fork Lift Operator.....	26.22	26.62	27.02
145	Receiver.....	25.91	26.31	26.71
146	Export Packer.....	25.91	26.31	26.71
147	Stock Chaser.....	26.15	26.55	26.95
149	Floor Sweeper Machine Operator.....	25.91	26.31	26.71
151	Repairperson/Containment.....	25.81	26.21	26.61
153	Janitor.....	25.76	26.16	26.56
154	Labourer.....	25.91	26.31	26.71
156	Tool Crib Attendant.....	26.53	26.93	27.33
160	Stock Handler.....	25.76	26.16	26.56
171	Welder Repairperson.....	26.77	27.17	27.57

**Inventory: Non-Incentive - Own**

Job Class Name	1/1/2002	1/1/2003	1/1/2004
Day Rate			
<b>331 – S.O.A. Automatic Feed Blanking Press</b>	<b>28.40</b>	<b>28.80</b>	<b>29.20</b>
<b>333 – Seat Track Assembler</b>	<b>28.40</b>	<b>28.80</b>	<b>29.20</b>
<b>Inventory:</b>	<b>25.90</b>	<b>26.30</b>	<b>26.70</b>



Job Class Name		Jan 1/ 2002/2003/2004
Incentive		
011	S.O.A. Automatic Feed Blanking Press.....	4.58
014	MIG Welder.....	4.58
015	Spot Welder - Gun.....	4.58
017	Wire Straightener S.O.A.....	4.58
023	Press Operator - General.....	4.58
240	Seat Assembly - General.....	4.58

**ADD-ON:**

Incentive employees will be paid an additional **\$16.74** per hour effective January 1, **2002** and **\$17.14** per hour effective January 1, **2003** and **\$17.54** per hour effective January 1, **2004** for all compensated hours calculated at the appropriate overtime premium and to be included in the calculation of shift premium.

**Inventory:** Incentive - 200% of base rate

**APPENDIX “B”:**

This is Appendix “B” referred to in Article 20 and forming part of this Agreement, made between Lear Corporation Canada, Kitchener Plant and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1524, dated this **7th** day of **December, 2001**.

Job Class Name		1/1/2002	1/1/2003	1/2004
Skilled Trades				
401	Inspector – Precision.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
402	Tool & Die Maker.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
403	Electrician – Electronic Maintenance & Construction	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
407	Welder - Maintenance & Construction.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
408	Mechanic- Welder – Maintenance	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
409	Industrial Mechanic - Millwright (M & C).....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
410	Jig Maker.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
412	Auto Mechanic - Licensed.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
413	Painter.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
414	Prototype and Sample Maker.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>
417	Stationary Engineer - Class 4.....	<b>32.24</b>	<b>33.09</b>	<b>33.94</b>
426	Fixture Maker - Metal.....	<b>32.34</b>	<b>33.19</b>	<b>34.04</b>

**APPENDIX "C" - AREAS OF UNION REPRESENTATION:**

This Appendix "C" referred to in Article 20 and forming part of this Agreement, made between Lear Corporation Canada Limited, Kitchener Plant and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1524, dated this **7th** day of **December, 2001**.

Areas of Union Representation

- |   |                        |
|---|------------------------|
| (A) Plant Committee Chairperson         | - Bargaining Unit Wide |
| Benefit Representative                  | - Bargaining Unit Wide |
| Two (2) Health & Safety Representatives | - Bargaining Unit Wide |
| W.S.I.B./E.A.P. Representative          | - Bargaining Unit Wide |
| Human Rights Representative             | -Bargaining Unit Wide  |

- (B) Committeepeople - four (4) Divisional
- 1 Divisional Committeeperson - Depts. 24
  - 1 Divisional Committeeperson - Depts. 26
  - 1 Divisional Committeeperson - Depts. 29, 31, **33**, 39, 60, 37 & 38 non skilled trades
  - 1 Skilled Trades Committeeperson - Depts. 37, 38, 60 (skilled trades), 90

(C) Stewards on the AR, B2, A1, B1 and C1 shifts shall be designated as follows:

Dept. 29, 39, 60, 37 & 38 non skilled trades	1 – A1, 1-B1, 1-C1
Dept. 24	1 –
A1, 1-B1, 1-C1	
Dept. 26,	1 – A1, 1-B1, 1-C1
Dept. 31	1 – A1, 1-B1, 1-C1
<b>Dept 33</b>	1 – A1, 1-B1, 1-C1
Dept. 37, 38, 60 (skilled trades), 90	1 - A

All other shifts will be covered by a Skilled Trades employee designated by the Skilled Trades Committeeperson.

Situations where the employees are not assigned to regular areas or a change is deemed necessary the Union will designate such representation.

If a Steward's area of representation drops below ten (10) employees, such employees will be covered by the Steward in the adjacent area, as designated in writing by the Union.

When one of the rotating shifts in a Steward's area of representation drops below ten (10) employees, a Steward will be maintained on the shift that required Union representation. When the Steward is maintained on a shift other than his/her normal

shift he/she shall retain seniority rights in the department only.

## **APPENDIX "D"**

This is Appendix "D" referred to in Article 20 and forming part of this Agreement, made between Lear Corporation, Kitchener Plant, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 1524, dated this 7<sup>th</sup> day of **December, 2001**.

### **APPRENTICESHIP STANDARDS**

Agreed to by

LEAR CORPORATION

KITCHENER PLANT

And the

NATIONAL UNION

AUTOMOBILE, AEROSPACE,

TRANSPORTATION AND GENERAL WORKERS

OF CANADA (C.A.W.) And its

LOCAL UNION NO. 1524

### **APPRENTICESHIP STANDARDS**

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Lear Corporation, Kitchener Plant and the National Union, Automobile, Aerospace, Transportation and General Workers of Canada, C.A.W. and its Local Union no. 1524.

### **PURPOSE**

The purpose of these standards is to make certain that proper care is exercised in the selection of apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the

assurance to the Company of proficient Journeymen/Journeywomen at the conclusion of the training period.

**THESE STANDARDS OF APPRENTICESHIP ARE TO BE UNDER THE SUPERVISION OF A JOINT APPRENTICESHIP COMMITTEE.**

**REPRESENTING**

The Company:  
Lear Corporation , Kitchener Plant

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The National Union,  
Automobile, Aerospace, Transportation and General Workers of Canada,  
C.A.W. and its Local Union No. 1524

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**CONSULTANTS**

Representing the Industrial Training Branch of the Ontario Department of Labour:

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Representing the Board of Education:

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Representing the National Union:  
Automobile, Aerospace, Transportation and General Workers of Canada,  
C.A.W. Skilled Trades Department:

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## **ARTICLE 1 - DEFINITIONS**

- (A) The term "Company" shall mean Lear Corporation, Kitchener Plant.
- (B) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, C.A.W. and its Local Union No. 1524.
- (C) "Registration Agency" on labour standards shall mean the Ministry of Colleges and Universities. Pursuant to the Apprenticeship and Tradespeople Qualification Act. Registration Agency for the apprentice as a student covering related instruction shall be chosen by the Ministry of Colleges and Universities, pursuant to the Ontario Regulations pertaining to chosen apprenticeship.
- (D) "Apprenticeship Agreement" shall mean a written Agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor) which Agreement shall be approved and signed by the Chairperson and Secretary of the Committee and registered with the Registration Agencies and the Local Union.
- (E) "Apprentice" shall mean a person engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written Agreement providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (F) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- (G) "Apprentice Co-ordinator" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- (H) "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- (I) "Journeyman/Journeywoman" as used in Article 8 hereof, means employees in a specific trade and shall not be construed to include Journeymen/Journeywomen employed in other trades.

## **ARTICLE 2 - APPLICATIONS**

1. Seniority Employees (Restricted Pool)

(A) Notice of apprenticeship openings will be posted on the Company's bulletin board.

(B) Applications for apprenticeship will be accepted by the Personnel Department from seniority employees (employees within the Bargaining Unit) who consider themselves eligible under this program of training.

(C) A numbered application blank will be filled out and each applicant will sign a register noting that he/she has received and filed an application.

(D) Applicants meeting the minimum eligibility requirements as outlined in Article 3 will be turned over to the Joint Apprenticeship Committee for approval or disapproval.

2. Outside Applicants

(A) When apprenticeship openings exceed the number of qualified seniority employees, the Company shall give the sons and daughters of seniority Bargaining Unit employees the available openings. If the openings at this point still are available the Company shall notify the local school board and public employment service by mail of the available openings, the minimum qualifications for eligibility, the closing date for application and where to file.

(B) After a preliminary check of each application by the Personnel Department, those meeting the minimum eligibility requirements outlined in Article 3 will be turned over to the Joint Apprenticeship Committee for approval or disapproval.

**ARTICLE 3 - APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

Selection of apprentices under this program shall be made from applicants on the basis of qualifications and seniority. When all qualifications and related training are equal, seniority will be the ruling factor without regard to race, creed, colour, national origin, sex or occupationally irrelevant physical requirement. In accordance with the objective standards which prevail, review after full and fair opportunity for application, this program shall be operated on a completely non-discriminatory basis.

In order to be eligible for apprenticeship under these standards, the applicant must have Grade 12 education or its equivalent.

Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the

apprenticeship.

Any decision of the Joint Apprenticeship Committee is not subject to any grievance or appeal.

#### **ARTICLE 4 - CREDIT FOR PREVIOUS EXPERIENCE**

Credit for previous related experience in an apprentice training program or a Skilled Trades classification in any plant, may be given up to the total time required on any phase of the apprentice shop training or related training schedules not to exceed a maximum of two (2) years credits. Credits for such previous experience shall be given the apprentice at the time he/she has satisfactorily demonstrated that he/she possess such previous experience and is able to do the job. Related training credit shall be given the apprentice at the time that he/she has demonstrated that he/she possess the educational knowledge for which he/she is requesting credit under the related training schedule.

At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

#### **ARTICLE 5 - TERM OF APPRENTICESHIP**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instructions as outline in Appendices attached hereto.

Each phase of the scheduled hours of shop training will be considered complete if it is within (plus or minus) 10 percent of the figure shown in the Appendix. Not more than 5 percent of the total time may be assigned to optional work as set forth in the standards. Deviations from the limitations of this paragraph may be approved by the Joint Apprenticeship Committee.

#### **ARTICLE 6 - GRACE PERIOD**

The first 500 hours of employment for every apprentice shall be a grace period. During this grace period the apprentice, if he/she is a seniority transferee, may elect to return to his/her previous occupation and his/her Apprenticeship Agreement will be canceled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

In no event shall an apprentice acquire seniority until he/she has acquired seniority as a Company employee.



## **ARTICLE 7 - HOURS OF WORK**

An apprentice shall work the same hours during the contractual work week and be subject to the same conditions as the skilled workers of his/her trade employed by the Company. Apprentices may work overtime hours providing that all skilled workers of that trade in that department have been given first opportunity. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked.

The Joint Apprenticeship Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with his/her related training.

## **ARTICLE 8 - RATIO**

The ratio of apprentices to Journeymen/Journeywomen shall be one (1) apprentice to each eight (8) Journeymen/Journeywomen employed in a respective trade. In trades where there are less than eight (8) Journeymen/Journeywomen, one (1) apprentice may be assigned in that trade. In the Machine Trades, the number of Journeymen/Journeywomen on which to base the number of apprentices shall be the total of Journeymen/Journeywomen classified in the specific trade as (a) tradesperson; (b) operators of basic and promotional machines and/or operations.

When there are no Journeymen/Journeywomen laid off or available in a trade, the Joint Apprenticeship Committee may mutually agree to add apprentices over and above the one (1) to eight (8) ratio.

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to Journeymen/Journeywomen is one (1) to eight (8) or major fraction of eight (8). Thereafter, apprentices shall be laid off proportionately to maintain such ratio.

In the event that the ratio at the time of layoff is less than one (1) apprentice to eight (8) Journeymen/Journeywomen, then the ratio existing at the time of layoff shall be maintained, based on the major fraction principle until all Journeymen/Journeywomen in their respective trade are recalled.

The apprentices will exercise their seniority in their own group. For example, if there are four (4) apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

In the event the reduction in force is due to unusual circumstances, including but not confined to, a transfer of or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance

of a shift, or a drastic reduction in the level or work resulting in a heavy reduction in the skilled work force, the parties locally shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one (1) to eight (8), or for laying off all apprentices in a particular trade.

An employee having seniority in the plant who enters the Apprentice Training Program shall, during the period of his/her apprenticeship retain his/her accumulated seniority in his/her former seniority group and if laid off or dismissed from the Apprentice Training Program, he/she shall be returned to his/her former seniority group in the plant in line with such established seniority in his/her former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the Journeymen/Journeywomen increase permits the maintenance of the ratio used at the time of the layoff.

Thereafter, all apprentices in a trade shall be recalled before any new Journeyman/Journeywoman shall be hired.

#### **ARTICLE 9 - DISCIPLINE**

The Committee shall have the authority to discipline an apprentice and to cancel the Apprenticeship Agreement of the apprentice at any time for cause pertaining to his/her apprenticeship such as:

- (A) Inability to learn.
- (B) Unsatisfactory work.
- (C) Lack of interest in his/her work or education which shall include failure to attend classroom instructions regularly.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to his/her training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

#### **ARTICLE 10 - WAGES**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours - not less than 65% of the Journeyman's/Journeywoman's wage rate.
- 2nd 1000 hours - not less than 70% of the Journeyman's/Journeywoman's wage rate.

3rd 1000 hours - not less than 75% of the Journeyman's/Journeywoman's wage rate.

4th 1000 hours - not less than 80% of the Journeyman's/Journeywoman's wage rate.

5th 1000 hours - not less than 85% of the Journeyman's/Journeywoman's wage rate.

6th 1000 hours - not less than 90% of the Journeyman's/Journeywoman's wage rate.

7th 1000 hours - not less than 95% of the Journeyman's/Journeywoman's wage rate.

8th 1000 hours - not less than 95% of the Journeyman's/Journeywoman's wage rate.

If the apprentice is sent to a community college or trade school or a specific course deemed necessary by the Company for any period of time, the Company agrees to make up the difference in pay he/she would have received had he/she remained in the plant.

The Company agrees to pay, on behalf of apprentices covered by this Agreement for books, registration fees and/or tuition required in connection with related training under the Apprenticeship Program.

If the apprentice is laid off, he/she may elect to continue school classes. Tuition and books will be paid upon the return of the apprentice to the Apprenticeship Program. Tuition and book receipts will be presented to the Company by the apprentice.

The apprentice shall also receive the applicable percentage of the annual improvement factor and the full amount of all cost-of-living increases that are accorded all plant employees.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid upon signing the Apprenticeship Agreement, the wage rate for the period to which such credit advances them.

Bargaining Unit employees whose starting rate or credit level under the Apprenticeship Program would place them at less than their present rate, will remain at 80% of the Journeyman's/Journeywoman's rate until normal advancement within the Apprenticeship Program places them at a higher rate. Employees whose present rate is higher than the regular apprenticeship starting rate but less than 80% of the Journeyman's/Journeywoman's rate will be given their present rate until normal advancement within the Apprenticeship Program places them at a higher rate.

When an apprentice has completed 8000 hours of training, he/she is to receive not less than the rate paid to skilled Journeymen/Journeywomen in the trade in which he/she has served his/her apprenticeship after approval of his/her completion of

training by the Joint Apprenticeship Committee.

## **ARTICLE 11 - RELATED INSTRUCTION AND SCHOOL ATTENDANCE**

(A) Each apprentice shall enroll and attend classes for not less than a minimum of three and one-half (3 1/2) hours weekly and for a total minimum number of related instruction hours as outlined in the Appendix for each particular trade, according to instructions by the Joint Apprenticeship Committee. Each apprentice, after enrollment in such classes, shall be registered with the Board of Education as an apprentice student if applicable.

(B) Approval of Classroom Instruction - The location and quality of the classroom instruction shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in Appendices attached hereto, or as may be supplied by the community college or the local Board of Education wherever applicable.

(C) Enforcement of School Attendance - In case of failure on the part of any apprentice to fulfill his/her obligation as to school attendance, the Joint Committee may suspend or revoke his/her Apprenticeship Agreement, and the Company hereby agrees to carry out the instructions of said Committee in this respect. The apprentice and his/her parent or guardian, hereby agree to abide by any such determination of such Committee.

The Registration Agencies and the Local Union, the local Board of Education and the C.A.W. shall be notified of any such cancellation as this terminated the eligibility of the apprentice as a student.

## **ARTICLE 12 - JOINT APPRENTICESHIP COMMITTEE**

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of seven (7) members, three (3) of whom shall represent the Company and four (4) of whom shall represent the Union (where practicable - one (1) from each of the apprenticed trades who will participate and one from manufacturing who will observe only). The Committee shall elect a Chairperson and a Secretary. When a Company member is a Chairperson, a Union member shall be Secretary and vice-versa. The Committee shall meet at least once a month or on call of the Chairperson or Secretary or any three members of the Joint Committee. The Union shall appoint Journeypersons from the plant as members of the Joint Apprenticeship Committee.

Each Union member of the Joint Apprenticeship Committee will be paid his/her regular rate for time spent working on official business of the Joint Apprenticeship



Committee for the hours he/she would otherwise have worked in the plant.

It shall be the duty of the Committee:

(1) To see that each prospective apprentice is interviewed in conjunction with the Apprentice Co-ordinator and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive. This will allow the Committee to designate whom they choose as interviewer, not necessarily a Committee member.

(2) To accept or reject applicants for apprenticeship after preliminary examination by the Personnel Department of the Company.

The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the Grievance Procedure.

(3) To place apprentices under Agreement.

(4) To hear and decide on all questions involving the apprentices which relate to their apprenticeship.

(5) To work out with the local Board of Education the form, content, and schedule of the course or courses on instruction to be provided. The Committee will also cooperate with the school authorities in coordinating the related classroom instruction with the apprentice's basic schedule of work experience.

(6) To offer constructive suggestions for improvement of training on the job.

(7) To certify the names of graduate apprentices in accordance with Article. 17. No certificates will be issued unless approved by the Committee.

(8) The Company will see to it that the minutes of Committee meetings will be furnished to and approved by the Joint Apprenticeship Committee.

(9) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

### **ARTICLE 13 - CO-ORDINATION OF APPRENTICES**

Apprentices shall be under the general direction of the Apprentice Co-ordinator and under the immediate direction of the Supervisor of the department while working with a Journeyman/Journeywoman to whom assigned. The Apprentice Co-ordinator is authorized to move apprentices from one department to another in accordance

with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for the period longer than the time scheduled for such work process unless permission is granted in writing by the Committee.

The Apprentice Co-ordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive instruction and experience. Supervisors shall make a report at least every thirty days to the Apprentice Co-ordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Committee for its approval or disapproval.

If the Apprentice Co-ordinator finds that an apprentice shows lack of interest or does not have the ability to become a competent tradesperson, he/she shall place all the facts in the case before the Joint Committee for its decision. Under these circumstances an apprentice may be permitted to continue in probationary status, required to repeat a specific process or series of processes, or his/her Agreement may be terminated. The Registration Agencies and the Union shall be advised of all terminations and the reasons therefore.

#### **ARTICLE 14 - CONSULTANTS**

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conference on special problems related to apprentice training which affects the agencies they represent. This provision shall not be construed to compel any changes in these standards.

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agency to consider the matter.

#### **ARTICLE 15 - SENIORITY**

When two or more apprenticeships are started at the same time, seniority will be by alphabetical order of surnames (A-Z) and layoffs will be by reverse order of same (Z-A) except as defined in clause 15.04 (B).

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% of time on course seniority in the plant or Company where the apprenticeship is completed as a Journeyman/Journeywoman.

#### **ARTICLE 16 - APPRENTICESHIP AGREEMENT**

Every Apprenticeship Agreement entered into under these apprenticeship standards shall contain a clause making the standards part of the Agreement, with the same effect as if expressly written therein. For this reason, every applicant (and his/her parent or guardian if he/she is a minor) shall be given the opportunity to read the standards before he/she signs his/her Apprenticeship Agreement.

The following shall receive copies of the Apprenticeship Agreement:

- (1) The apprentice
- (2) The Company
- (3) The Joint Apprenticeship Committee
- (4) Registration Agencies
- (5) The Local Union

#### **ARTICLE 17 - CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will request the Industrial Training Branch of the Ontario Department of Labour that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Industrial Training Branch of the Ontario Department of Labour unless approved by the Joint Apprenticeship Committee.

Upon receiving the certificate, the Chairperson and Secretary of the Joint Committee will sign the certificate before issuing it to the graduate.

#### **ARTICLE 18 - MODIFICATION OF STANDARDS**

These apprenticeship standards may be amended or new schedules added at any time upon agreement of the Joint Apprenticeship Committee.

#### **ARTICLE 19 - TOOL ALLOWANCE**

Tool Allowance shall be paid as contained in Article 15.25 of the Collective Agreement.

#### **ARTICLE 20 - APPROVAL**

These standards or any changes or amendments to these standards will be submitted to the National Skilled Trades Department of the C.A.W. for approval before becoming effective.

## APPENDIX 1

### Schedule of Work Processes for Machine Repairer Apprentice

Tool Crib.....	100 Hrs.
Shaper, Planer or Slotter .....	900 Hrs.
Engine Lathe .....	900 Hrs.
Milling Machine .....	900 Hrs.
Grinding .....	900 Hrs.
Optional .....	500 Hrs.
Bench and Floor .....	2828 Hrs.
Hydraulics .....	300 Hrs.
Related Instructions .....	<u>672 Hrs.</u>
	_____
	TOTAL
	<u>8000 Hrs.</u>

## APPENDIX 2

### Schedule of Related Instruction for Machine Repairer Apprentice

#### First Year

Use, Care & Reading of Tools .....	20 Hrs.
Shop Arithmetic .....	20 Hrs.
Algebra .....	20 Hrs.
Machine Tool Operation Theory .....	44 Hrs.
Blueprint Reading .....	44 Hrs.
Safety Instructions .....	<u>20 Hrs.</u>
	_____
	TOTAL
	<u>168 Hrs.</u>

#### Second Year

Shop Geometry .....	24 Hrs.
Hand Book .....	52 Hrs.
Fundamental Shop Drawing .....	52 Hrs.
Technical English .....	20 Hrs.
Elementary Physics .....	<u>20 Hrs.</u>
	_____
	TOTAL
	<u>168 Hrs.</u>

### Third Year

Shop Mathematics .....	60 Hrs.
Welding Theory .....	16 Hrs.
Machine Design .....	60 Hrs.
Heat Treat Theory .....	20 Hrs.
Social Economics .....	<u>12 Hrs.</u>
TOTAL	<u>168 Hrs.</u>

### Fourth Year

Shop Mathematics (Including Trigonometry) .....	60 Hrs.
Welding Theory .....	16 Hrs.
Machine Design .....	60 Hrs.
Strength of Materials .....	20 Hrs.
Social Economics .....	<u>12 Hrs.</u>
TOTAL	<u>168 Hrs.</u>

## APPENDIX 3

### Schedule of Work Processes for Electrician M/C

#### Electrical Construction

Safety Instructions; bend and install conduit and other wiring .....	550 Hrs.
Run Wire and make hook-ups .....	550 Hrs.
Install lighting & power circuits .....	40 Hrs.
Install power & control equipment .....	500 Hrs.
Connect motors & generators .....	80 Hrs.
Layout job from blueprint and select material ..	80 Hrs.

#### General Maintenance

Safety Instructions; check lights, electrical equipment, machinery & lubrication .....	240 Hrs.
Diagnose trouble in lighting & power circuits ..	60 Hrs.
Locating cabinets, distribution boxes .....	40 Hrs.
Periodically check & repair electrical equipment	640 Hrs.
Adjust and repair welders .....	120 Hrs.

## Cranes and Elevators

Safety Instructions; check, repair and adjust limit switches & safety devices .....	240 Hrs.
Locating & repairing faulty electrical equipment	260 Hrs.

## Electrical Equipment

Safety Instructions; motor repair, AC & DC; test block .....	400 Hrs.
Electronics controls .....	828 Hrs.
A & S Winding .....	100 Hrs.
Controller repair; AC & DC starters .....	300 Hrs.
Heating appliances .....	300 Hrs.
Building & repairing transformers and welders & electronic controls .....	400 Hrs.
Meter repairs .....	40 Hrs.
Drill repairs .....	200 Hrs.
Winding coils, AC & DC; reading voltage drops on coils .....	120 Hrs.

## Sub-station Construction

Safety Instruction; heavy cable installation, layout and install heavy conduit & duct .	70 Hrs.
Install master distribution cabinets .....	40 Hrs.
Lugging, rubber covered cable splicing, lead cable splicing, installation of pot heads	200 Hrs.
Connect cable in master distribution cabinets ..	40 Hrs.
General lineperson work .....	40 Hrs.
Wiring busways & bus .....	100 Hrs.
Wiring switchboards & switch gears .....	100 Hrs.
Wiring transformers, motors & generators .....	65 Hrs.

Maintenance of Sub-stations

Connect instrument transformers, meters and relays .....	80 Hrs.
Check and test circuits .....	65 Hrs.
Safety Instruction, servicing of main & auxiliary circuits .....	120 Hrs.
Servicing of equipment .....	80 Hrs.
Adjusting of the timing of relays .....	40 Hrs.
Testing & reconditioning of the transformers and oil switches; coolants for transformers & switches .....	80 Hrs.
Testing of all circuits .....	120 Hrs.
Related instructions .....	672 Hrs.
<b>GRAND TOTAL</b>	<u>8000 Hrs.</u>

**APPENDIX 4**

Schedule of Related Instruction for Industrial Electrical Apprentice

First Year

Shop Arithmetic and Algebra .....	20 Hrs.
DC Fundamentals, electroplating, batteries and mechanics .....	30 Hrs.
Wiring, magnetism and armature winding .....	32 Hrs.
Generators and motors .....	35 Hrs.
DC controllers and cranes .....	35 Hrs.
Blueprint reading and drawing .....	8 Hrs.
Social economics .....	<u>8 Hrs.</u>
<b>TOTAL</b>	<u>168 Hrs.</u>

Second Year

Shop geometry, trigonometry and vectors .....	52 Hrs.
AC fundamentals & AC circuits .....	54 Hrs.
Transformers, phyphase systems and alternators .	54 Hrs.
Social economics .....	<u>8 Hrs.</u>
<b>TOTAL</b>	<u>168 Hrs.</u>





Third Year

Single and multi-speed AC motors & stator winding .....	52 Hrs.
AC controllers & press controls .....	54 Hrs.
Instruments, relays, reactors & lightening arrestors .....	54 Hrs.
Social economics .....	<u>8 Hrs.</u>

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TOTAL 168 Hrs.

Fourth Year

Industrial electronics & control welding .....	56 Hrs.
Blueprint reading and drawing .....	56 Hrs.
National electrical code .....	<u>56 Hrs.</u>

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TOTAL 168 Hrs.

Electronic Control Course (if available)

**APPENDIX 5**

Schedule of Work Processes for Tool and Diemaker Apprentices

Tool Crib .....	100 Hrs.
Shaper, Planer and Slotter .....	950 Hrs.
Lathe .....	1000 Hrs.
Milling Machine .....	1000 Hrs.
Grinding (Surface, Internal, External) .....	1000 Hrs.
Bench .....	2778 Hrs.
Optional (Lucas, Pratt & Whitney Boring Machine, Hardening) .....	500 Hrs.
Related Instructions .....	<u>672 Hrs.</u>

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TOTAL 8000 Hrs.

## APPENDIX 6

### Schedule of Related Instruction for Tool and Diemaker Apprentices

#### First Year

Use, Care & Reading of Tools .....	20 Hrs.
Shop Arithmetic .....	20 Hrs.
Algebra .....	20 Hrs.
Machine Tool Operation Theory .....	44 Hrs.
Blueprint Reading .....	44 Hrs.
Safety .....	<u>20 Hrs.</u>
	_____
TOTAL	<u>168 Hrs.</u>

#### Second Year

Shop Geometry .....	24 Hrs.
Hand Book .....	52 Hrs.
Fundamental Shop Drawing .....	52 Hrs.
Technical English .....	20 Hrs.
Elementary Physics .....	<u>20 Hrs.</u>
	_____
TOTAL	<u>168 Hrs.</u>

#### Third Year

Shop Mathematics .....	60 Hrs.
Welding Theory .....	16 Hrs.
Tool and Die Design .....	60 Hrs.
Heat Treat Theory .....	20 Hrs.
Elementary Physics .....	<u>12 Hrs.</u>
	_____
TOTAL	<u>168 Hrs.</u>

#### Fourth Year

Shop Mathematics (Including Trigonometry) .....	60 Hrs.
Welding Theory .....	16 Hrs.
Tool and Die Design .....	60 Hrs.
Strength of Materials .....	20 Hrs.
Social Economics .....	<u>12 Hrs.</u>
	_____
TOTAL	<u>168 Hrs.</u>

## **APPENDIX "E"**

This is Appendix "E" referred to in Article 20 and forming part of this Agreement, made between Lear Corporation, Kitchener Plant and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1524, dated this **7th** day of **December, 2001**.

### **LETTERS**

Agreed to by

LEAR CORPORATION

KITCHENER PLANT

And the

NATIONAL AUTOMOBILE, AEROSPACE,

TRANSPORTATION AND GENERAL WORKERS

UNION OF CANADA (CAW - CANADA)

And its

LOCAL UNION NO. 1524

### **#1 - LOCAL UNION TIME STUDY REPRESENTATIVE**

It is understood and agreed that the services to provide a Local Union Time Study Representative will continue during the term of this Agreement as follows:

- (1) Said representative will be paid by the Company for the time which it is necessary for him/her to lose from his/her regular duties, in order to attend Time Study Training Courses jointly approved by the Company and the Union.

Fees for such approved time study courses and the expenses relating thereto will be borne equally by the Company and the Union.

- (2) The Local Union Time Study Representative must be able to successfully complete a basic grade ten (10) mathematics test or have previous time study experience as to his/her ability to successfully perform the time study

job prior to his/her appointment. Upon his/her appointment the Company will then initiate a training program for the said Local Union Time Study Representative.

- (3) When necessary, the Local Union Time Study Representative shall have access to such Company time study records that are required in the performance of such duties.
- (4) The said Representative shall have preferred Bargaining Unit seniority during his/her term of office.
- (5) The Company and the Union agree that the said Representative will remain an active member of the Bargaining Unit and that neither party will in any way induce or coerce him/her to leave the Bargaining Unit or the Company as long as he/she retains his/her position as the Local Union Time Study Representative.
- (6) At the request of the Union to the Supervisor Industrial Engineering, the Local Union Time Study Representative will be excused from his/her regular duties to investigate and study standard grievances, attend meetings that involve violation of incentive standards and attend time study training courses.

## **#2 - UNION REPRESENTATIVE TIME OFF-THE-JOB**

It is the intent of the Union to use the allotted hours per representative in the Agreement on the basis of working to the minimum and only when necessary using the maximum time allotted. The Union agrees to co-operate with the Company in the correction of any abuses of lost time for Union activity.

## **#3 - SUB-CONTRACTING NON-SKILLED**

It is the intent of the Company for the duration of this Agreement, that work normally and historically performed by Bargaining Unit employees will not be performed by outside contractors, if it has the workforce, skills, equipment and facilities to do such work.

No Bargaining Unit employees with the present skill and ability shall be on layoff while work belonging to the Company is being performed by outside contractors, providing such work can be competitively performed by such employees.

The Company agrees there shall be meaningful discussion between the Company and the Union prior to any job being sub-contracted out.

During the current negotiations, the parties discussed sub-contracting and its impact of the Union's members and the parties agree that discussions and reviews regarding such matters can bring into sharper focus, in specific instances, factors which can impact such decisions and provide the opportunity for meaningful Union input before such decisions are made.

It is recognized such decisions are dependant upon the Company's ability to be cost competitive, technologically competent, and upon the degree to which the Company's resources can be allocated to further capital expenditures which might be required.

Accordingly, the Company will meet with the Plant Committee to provide a means of regularly addressing mutual concerns which pertain to sub-contracting decisions and their potential impact upon the work force.

It is understood that discussions regarding sub-contracting may involve information which must be kept confidential until the Company consents to its release.

#### **#4 - DEPT. # 39**

In emergency overtime situations where work would not exceed one (1) hour and employees who normally perform the job are not available, the Company will assign another employee as per Clause 9.07.

In cases where the Company was aware of the situation prior to the conclusion of an employee's shift and the assignment occurs within one (1) hour after the conclusion of the shift this letter shall not apply.

#### **#5 - EMPLOYEE ASSISTANCE**

The Company and the Union recognize that there are individual and family problems that can be successfully treated when properly identified and referred to a professional counselor. This is true when the problem is one of physical illness, mental or family distress, alcoholism ,drug abuse or other concerns.

The Company and the Union recognize the disease of alcoholism or drug addiction as a treatable behavioral /medical illness. Substance abuse affects the family, fellow workers and the Company's operation.

This in no way negates the Company's right to discipline nor the Union's right to the

grievance procedure.

- Section 1 The Company recognizes the importance of a continuous co-operative effort between its' management, Union Representatives and its' members in this regard. It is appropriate for the Company and the Union to review and discuss these problems from time to time, with a view to providing assistance to addicted employees, consistent with these employees attitudes towards their problems.
- Section 2 The recognized W.S.I.B./E.A.P. Representative will be permitted a reasonable amount of time with pay during his/her regularly scheduled shift to provide necessary assistance to employees in accordance with article 6.16 (e)
- Section 3 The W.S.I.B./E.A.P. representative will ensure confidentiality of employees using the program.
- Section 4 The Company will provide normal group insurance benefits or such other provider services the employee and/or family member may be eligible for while under a medically prescribed course of treatment.

#### **#6 - EMPLOYEE INVOLVEMENT IN COURT PROCEEDINGS**

It is agreed that an employee charged in a court of law either under the criminal code or otherwise will be permitted to continue working pending the outcome of the trial unless the charge is related to his/her employment with the Company, in which case the normal procedure outlined in Article 8 may be applied.

The Company will endeavor to assist any employee detained as the result of a conviction of a minor offense under the criminal code and Highway Traffic Violations in an effort to obtain an arrangement that will allow the employee to work while detained.

#### **#7 - PHYSICIAN FEES**

The Company will not pay for physicians fees for completion of the initial U.I.C. or Insurance carrier medical forms.

Any additional medical evidence after the first submission, being requested by the Company or the Carrier, will be paid by the Company, provided that the initial claim form has been completed as required. If the employee cannot meet the return to work date or there is no return date specified, as indicated on the disability form, any request for additional medical evidence will be paid by the employee.

The Company agrees to pay for the completion of Lear W.S.I.B. claim related forms when required.

#### **# 8 - METRIC TOOLS**

The Company will make available necessary metric tools and calibrated measuring instruments to Skilled Trades employees when required in the performance of their work. Such tools will be available in the tool crib and charged out to Skilled Trades employees when they have need for them.

#### **# 9 - SMALL TOOL REPAIR**

Employees who have received proper training and tools will be required to do some small tool repair.

MIG Welders - Changing cables and barrels of wire as required. A pre-determined time standard will be established for these activities and the set-up rate will be paid for such time.

- Changing diffusers, nozzles and tips will be incorporated into the work standard as per Article 14.02.

Table/Gun Welders - The replacement of points (as needed) will be incorporated into the work standard as per Article 14.02.

#### **#10 - ABLE TO PERFORM**

Able to perform is interpreted to mean the employee's ability to perform the duties of his/her position after proper training and trail period. Normal performance would include the employee's physical ability to meet standards of production, quality and quantity generally accepted as adequate for employees in other like jobs.

(A) The Company shall explain the job(s) available as per this Letter at the time the employee is notified of layoff.

(B) They will be explained the requirements normally expected of the job.

(C) They will be given the normal training and trial period and will be subject to the same conditions expected of all employees.

(D) If the employee is unable to perform the job following the trial period or if the employee refuses the option it will not be construed as cause for disqualification under the S.U.B. program.

(E) Employees placed on layoff under this letter because of physical limitations will have access to the opposite work group bump as defined in clause 9.20 (E) provided they make their intention to bump known at the time of layoff.

## **# 11 – Job Ownership**

The Company will utilize an employee's experience on the job(s) he/she normally performs by keeping such employee(s) on such job(s) while it is able to run on his/her shift. When overtime is scheduled, the employee working the overtime will not circumvent the seniority rights of any employee working his/her regular shift .

If an employee is late and his/her job has been assigned to another employee before he/she arrives or if an employee has scheduled a 4 hour increment of paid vacation at the start of his/her shift, he/she will be required to accept the job assigned him/her within his/her classification within the department, seniority permitting, for that shift. Assignment to his/her job will be made if needed and if the accommodation is not disruptive.

(a) Prior to the beginning of the shift, employees who are not required to work on their job ownership or who maintain classification rights only will be assigned to work on available jobs within the classification and this will be their normal job for the shift. When there are excess employees within the classification prior to the beginning of the shift, the low seniority employees will be removed from the classification and will be offered available work by seniority. \_

(b) In an instance where an employee with restrictions will not be working on his/her normal job, he/she will be assigned available work inside or outside of his/her classification that is within his/her restrictions.

(c) When there is a lack of work in an employee's normal job during the shift due to production scheduling, machine breakdown or lack of parts, the employee(s) will be assigned available work within the classification and department. If there is insufficient available work within the classification within the department, the affected employee(s) may displace the junior employee in the classification within the department, seniority permitting, or accept any other work available. When



more than one (1) employee is being assigned at the same time, employees will be given the choice of available jobs by seniority.

(d) As per (c) above, an employee(s) who accepts available work outside of his/her classification will forfeit his/her classification rights within the department for the balance of his/her shift and he/she must accept any other available work to which he/she is assigned. If work becomes available in his/her classification within the department, employees will be returned according to the inverse order of their seniority.

As per (a) above, if work becomes available within the classification and department, employees will be returned to the classification by seniority and assigned such work.

(e) Employees transferred under all sections above will be paid the rate of the job to which he/she is assigned.

(f) The Company will assign work by seniority when more than one (1) employee has claim to a particular job. It is not the intent of the Company to circumvent the senior employees job ownership rights. Production will be scheduled to ensure senior employee(s) with job ownership have the work, except in emergency situation(s), machine breakdown, **planned equipment maintenance, build ahead for product change** or where unexpected increase(s)/decrease(s) in customer requirements have been a factor. The Union will be informed of such emergency situations, machine breakdown **planned equipment maintenance, build ahead for product change** or of increase(s)/decrease(s) with validation supporting the movement of employees as soon as possible. When there is a decrease in customer requirement (validated) during the last half of the shift and the senior shift is operating, they will be allowed to finish the shift on their normal job. Any abuse of this Clause will result in payment of average earnings to the affected employee and the affected employee is expected to produce at a minimum of **195%** during these periods.

(g) In order to maximize our workers time on their own jobs the Company and Union agree to meet on as frequent basis as may be necessary to review the production requirements and through discussion provide the work to the most senior workers whenever possible. **The parties agree to recognize individual seniority on the shift when there is a shortage of work within a cell where there are individual work stations.**

(h) When a job consists of two or more operators, on the same shift, the employees involved on such job, shall equally rotate within the job unless otherwise mutually agreed upon.

(i) The Company and the Union, in certain situations, may have to establish

working policies concerning work station rights.

#### **(j) Movement of Employees on Different Shift Rotations**

**When there is a lack of work within a classification during the shift, employees will be given the option to available work in or out of the classification as follows:**

- 1. Where no job ownership exists or the employees job ownership is not running, employees on a three-shift rotation will have the choice of jobs within their classification on jobs running on a three-shift rotation.**
- 2. Similarly, employees working on a two-shift rotation will have a choice of jobs within their classification on jobs running on two-shift rotation.**
- 3. Open work stations will not be defined as belonging to either shift and will be offered by seniority**
- 4. Should an employee on a three shift rotation not have sufficient seniority to displace a three shift operator in his/her classification, then prior to leaving the classification, he/she may exercise his/her seniority over the junior employee on a two shift operation, seniority permitting. If that bump is into a group operation, the employee bumping in must accommodate the employees in that group for break periods. The same shall apply for an operator on a two-shift rotation bumping into a group on a three shift rotation.**

#### **#12 - STATUTORY HOLIDAY PAY**

An employee leaving work, without proper authorization, on the day before or the day after a statutory holiday will subject himself/herself to disciplinary action and forfeiture of holiday pay.

#### **#13 - SET-UP WELDER**

The set-up person will perform the following work as a part of his/her regular job duties.

- 1. Change cables unless complications, change air hoses, and water hoses, change shunts, unless corroded or burned, seal off valves, and change water nipples, and air nipples unless easy-out or drill and re-tapping required.**

2. Repair to gun welders, change guns and gun parts unless complications.
3. Remove, dress and reinstall points, electrodes and dies.
4. Set rheostats and control, timing and heat penetration.
5. Adjust point holders and change over jigs.
6. Remove or adjust stops on automatic jigs when changing over.
7. Adjust feeder and heat controls on automatic MIG equipment.
8. Replace spools (except barrels) of wire and gas tanks on MIG.
9. Adjust butt, spots, automatic Welders unless complications
10. Turn on or off power, water and air at the start and stop of shift and when welding machines are idle.
11. Make frequent checks to ensure efficient operations.
12. Perform machine try-out and verify results, (including weld teardowns and fixture checks when a quality auditor is not available).
13. Clean off weld splatter from weld surface on automatic welders and to jigs in conjunction with jig maker.
14. Apply splatter preventative to welding surface on automatic welders and to jigs in conjunction with jig maker.
15. Perform all other set-up and adjustments to machines and tools that is normally considered set-up person's work.

#### Set-Up Press

The set-up person will perform the following work as part of his/her regular job duties:

1. Replace stripper bolts, springs and dowels when the die does not have to be taken to the tool room unless complications.
2. Replace die sets or sections within a multiple die set-up that are pre-located by dowels and hold down bolts.

3. Set-up all wales units and wire dies including the changing of unit sections which are pre-located and do not require precision alignment.
4. Set-up, adjust and check all safety equipment.
5. Set-up and adjust all gauges and guides to specifications.
6. Clean out slugs in female sections of the die which does not require removal of the integral sections of the die which would require precision re-alignment.
7. Clean out slugs between air cushion and bolster plate.
8. Perform sample die try-out.
9. Perform all other set-up and adjustments to machines and tools that is normally considered set-up person's work including shimming required.
10. Sign press log book.

#### **#14 - LEAVES OF ABSENCE**

The Company will continue its present practice of granting all leaves of absence for compassionate reasons and one new business venture during the term of the Collective Agreement.

The Company will make every effort to grant personal leaves of absence provided it is feasible, based on sufficient employees being available and production scheduling.

Any employee applying for a personal leave of absence will be informed whether it has been accepted or denied as soon as possible. The reasons for the denial will be explained on the Application for Personal Leave.

An employee returning to work from a business venture leave of absence shall have seniority rights only in the Bargaining Unit, except a Skilled Trades employee who will have seniority rights to his/her former classification.

#### **#15 - ADVANCE PAYMENTS AGAINST FUTURE, E.I., COMPENSATION AND INSURANCE CARRIER DISABILITY BENEFITS**

1. The Company will advance \$460.00 to an employee for each week that he/she is entitled to a E.I. or Insurance Carrier Disability Benefit payment, until he/she has received his/her initial E.I. or Insurance Carrier Benefit cheque,

beginning with the second Friday following the last Company pay cheque. A partial advance will be paid on request, should the last Company pay-cheque not equal the amount of the advance.

2. The Company will advance \$460.00 per week to an employee who is claiming Workplace Safety & Insurance Board benefits. An eligible employee may receive an advance **the week following receipt of his/her last pay cheque** provided he/she **submits the appropriate E.I. and Insurance Carrier Disability Benefit application forms and he/she** applies in writing to the Personnel Department by Tuesday of that same week that he/she is requesting an advance. He/she will continue to receive an advance each week until the earlier of the employees return to work or the receipt of his/her initial **E.I, Insurance Carrier** or Workplace Safety & Insurance Board cheque.

3. If after the employee has received his/her initial E.I., Insurance Carrier or Workplace Safety & Insurance Board cheque(s) he/she experiences a delay in receiving any subsequent E.I., Insurance Carrier or Workplace Safety & Insurance Board cheque(s) for a period of more than seven (7) days beyond the date such benefit is normally received and the delay is not due to his/her own negligence, the Company will advance \$460.00 to the employee, on his/her request, for each week such delay continues, provided that each week for which the advance is given is a week for which the employee is entitled to receive a E.I., Insurance Carrier or Workers' Compensation benefit cheque.

4. Repayment of E.I., Insurance Carrier or Workplace Safety & Insurance Board advances may be made by any one of the following:

(A) Cash or personal cheque;

(B) Sign over E.I., Insurance Carrier or Workplace Safety & Insurance Board cheque(s) to the Company.

When a decision has been received that the employee's claim is not eligible for E.I. or W.S.I.B. benefits, the insurance carrier will determine whether the employee is eligible for Weekly Indemnity benefits. If the claim is determined to be eligible, the employee will continue to be eligible for benefits. If the claim is not eligible, benefits will cease immediately and the employee becomes responsible for repayment of any monies received.

If the advance is not repaid within two weeks of receipt of E.I., Insurance Carrier or Workplace Safety & Insurance Board cheque, or from the date of the notification which disqualified the employee from receiving benefits, the Company may deduct the outstanding amount from any monies owed to the employee including accrued vacation pay and/or up to a maximum of

\$180.00 for each weeks wages or by any other means deemed necessary. Failing the Company's ability to recover these monies through payroll deductions, as is the case with inactive employees, the employee(s) will be required to make arrangements to repay any monies owing.

5. At the time of application for each disability benefit the employee will be required to sign an agreement to repay the advance(s) as outlined in (4) above. No advances will be given to an employee who refuses to sign such an agreement.

#### **#16 - NEW TECHNOLOGY**

The subject of new technology was introduced during the 1982 negotiations and the need for continued training of necessary employees including the Skilled Trades work force.

In response to the concerns expressed, it was agreed to establish a committee, comprised of three (3) representatives from the Company and three (3) representatives from the Union.

The committee will decide on the frequency of meetings necessary.

The Company will ensure there are management personnel on the committee who are thoroughly conversant with technological plans.

Sufficient advance notice will be given on the contemplated changes in order for the committee to have adequate time for discussion regarding training plans for the necessary work force.

**The New Technology Committee will review training needs and research training opportunities to meet identified needs through internal and external programs and/or training that may be delivered by internal trainers. The New Technology Committee's recommendations will be forwarded to management and to the Bargaining Committee for consideration.**

#### **#17 - Joint Anti-Harassment Policy**

During the current negotiations, the parties discussed Human Rights issues in the workplace. The parties have committed to implementing the procedure for the benefit of Lear Corporation Canada Ltd. (Kitchener) employees in Kitchener. In addition, the parties agreed to outline the procedure within the context of this Appendix.

Lear Corporation Canada Ltd. (Kitchener) and the CAW and its local 1524 are committed to providing a harassment free workplace. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights.

#### WORKPLACE HARASSMENT/POLICY AND THE PROCEDURE DEFINED

Every employee has the right to work in an environment free of harassment. The right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

The policy and procedure outlines the commitment of Lear Corporation Kitchener and the CAW and its Local 1524 to ensure a harassment free workplace as required under applicable Human Rights Legislation and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at Lear Corporation Canada Ltd. (Kitchener) Employees who feel that they are being harassed are encouraged to seek protection under this policy.

#### WORKPLACE HARASSMENT DEFINED

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Lear Corporation Canada Ltd. (Kitchener) all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

Workplace harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.

- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

### OBLIGATION OF EMPLOYEES

Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the company or the union as soon as possible. If the company / union is not made aware of any issues of harassment, they may be unable to address such issues.

### WHAT HARASSMENT IS NOT

Properly discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Lear Corporation Ltd. employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in Lear Corporation Canada Ltd. (Kitchener)

### FILING A COMPLAINT

If an employee believes that he/she has been harassed on the basis of any of the grounds stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible.
- If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee should:
- Lodge a complaint either directly through a person on his/her behalf with any company or union representative.

### INVESTIGATION

In minor cases, the company and union agree that the union and the company may try to resolve a harassment complaint informally using the Internal Procedure without a full investigation when so requested by the complainant. All cases of harassment will be handled by the Human Rights representative for the union or the company. The outcome of this attempted resolution will be communicated to both the union and the company. If the complainant disagrees with the attempted resolution, or if



the complaint involves more than minor issues there will be a joint investigation of the complaint according to established methods. Once informed of a complaint requiring joint investigation, the Human Rights representative will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation according to established methods. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one woman.

The joint investigation will include an interview of the complainant and may include interviewing the alleged harasser, witnesses and other persons named in the complaint. It is the intention of the union and the company that, in most cases, the investigation will take place within five (5) days and shall be concluded fifteen (15) days of the lodging of the complaint. An extension to the time limits may be granted by mutual agreements.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained in the offices of the Company Human Rights representative and the Union Human Rights representative.

## RESOLUTION

Upon completion of their joint investigation, the investigators will present their report to the Manager of Human Resources and unit chairperson. The company agrees that 10 days after receiving the joint investigation report, the harassment complaint will be resolved.

Violation of this policy may lead to discipline up to including termination.

The purpose of this Policy and Procedure is to allow the CAW and Lear Corporation Canada Ltd. the opportunity to address and resolve internal problems related to the objective of achieving a harassment free workplace. This Policy and Procedure in no way precludes the complainant's right to seek action under the applicable Human Rights legislation.

The parties also agree to communicate this information about the Procedure to the workforce through local union newsletters, bulletin board notices and company publications.

## #18 - INCENTIVE SYSTEM

While re-affirming their belief that an equitable wage incentive system is mutually beneficial, the Company and Union recognize some present practices threaten our mutual security and should be changed. In the interests of enabling us to attract and retain additional profitable business and employees to be more equitably remunerated, the following agreement to modify some provision of Article 14 of the Collective Agreement is hereby entered into under the following conditions:

1. Re: Clause 14.21 - The Company and Union will endeavor to process Standards Grievances as quickly as possible. If the National Time Study Representative is unavailable the Union will promptly bring in the local National Service Representative to review the standards in dispute.
2. Relative to current base rates, for an employee of average skill and ability working at a good incentive pace, 220% is recognized as being a reasonable earnings opportunity, but only for the time he/she is working against the standard.

On operations where downtime has frequently been a problem, average conditions, where they are measurable, shall be reflected in the standard.

3. The practice of cross referral of elements for a new standard shall be discontinued, and Clause 14.06 shall not apply, for operations with earnings in excess of 220%.
4. For the purpose of adjusting standards, an Incentive Review Committee shall be set-up. The terms of reference and procedure shall be as follows:
  - (a) Only established standards, not in dispute, may be reviewed.
  - (b) Only standards submitted by the Plant Chairperson or the Manager - Industrial Relations may be reviewed.
  - (c) The Committee shall consists of not more than four representatives of each party, including the respective Time Study Representatives involved with such studies, and officials familiar with day to day incentive operations.
  - (d) From each party, a Time Study Representative plus one other member not directly involved with the area concerned, shall review established standards properly submitted. Studies shall be taken by both Time Study Representatives based on methods, feeds, speed and conditions that presently exists on the job irrespective of the provisions of Article 14.

For the period of the study, Average Earnings will be paid.

(e) A report on each standard reviewed in the above manner shall be submitted to the full Review Committee who shall then determine what increase or decrease may be applied to the standard.

(f) If the Review Committee is unable to agree upon the increase or decrease to be applied the matter shall be referred for a decision to the National Service Representative of the National Time Study Representative and mutually agreed upon arbitrator.

(g) Standards established prior to January 1, 1985 may only be increased or decreased by a maximum of ten per cent (10%) and may not be reviewed more than once.

(h) As of January 1, 1985 all future or revised standards reviewed may only be increased or decreased by a maximum of ten per cent (10%), at any one review, and may not be reviewed more than once in any twelve (12) month period and no standard may be reviewed more than twice.

5. As far as possible, Union representative's activities covered by this Letter of Intent shall fall within the normal Union time allowance covered by Article 6. In special circumstances the Company may, upon request, grant reasonable additional Union time.

## **#19 - LABOUR STANDARDS**

It is the objective of the Company to establish and maintain fair and equitable labour standards for all manufacturing operations. Total reliance on the stop watch for work measurement makes it difficult to achieve this objective. Also, in order that the Company can be assured that the output of new tools and equipment will satisfy customer delivery and cost requirements, determining labour standards before installation has become essential.

To support the above objectives and needs, the Company and Union agree to cooperate to establish the use of predetermined time standards. To facilitate this change a Union/Management implementation team will be formed, comprised of the Union Time Study Representative, (2) Union Representatives to be selected by the Union, one (1) non-incentive employee, one (1) Production Supervisor and one (1) member of the Industrial Engineering Department.

The goal of this program is to adopt the use of a mutually agreed upon system of

predetermining time standards on all new operations when practicable.

The Company agrees to assume the cost of all orientation and training costs associated with the transition.

#### **#20 - REPAYMENT OF UNEMPLOYMENT INSURANCE DISABILITY INSURANCE BENEFITS**

An employee that received an Unemployment Insurance Disability Benefit, and such employee is required to repay a portion of such benefit to Revenue Canada.

The Company agrees to reimburse the employee the portion that had to be repaid after taxable income is recalculated and known to the Company.

#### **#21 - EMPLOYEES ON A MODIFIED WORK PLAN**

It is agreed that the Company may utilize employees who are on a modified work plan on jobs within the bargaining unit. Their restrictions will be on file in the medical centre and will be accessible to authorized personnel only and will be confidential. When utilizing employees under this letter, the parties agree that there will be meaningful discussion between the Company and Union. The parties agree employees will be placed only on open jobs other than jobs outlined in 9.07 (i) unless their seniority permits.

#### **#22 - MIG WELDER TRAINING**

The Company and the Union have mutually agreed to establish a MIG Welder Training Program. Employees successfully completing such training will be given preference on MIG welder openings over other employees except for other qualified MIG welders.

Openings for such training shall be filled by a combined departmental posting in those departments which employ MIG welders. The remaining positions, if any, will be filled by a Bargaining Unit posting.

The posting must indicate that successful trainees will receive preference for future MIG postings.

Future MIG vacancies will be filled through the normal job posting procedure. The departmental posting will be restricted to qualified MIG welders.

Any employee trained under a program implemented by the Company prior to October 28, 1987 will not be given preference on MIG welder openings until the

Company implements a new training program.

## **#23 - AFFIRMATIVE ACTION**

In recognition of the parties intent to apply the non-discrimination provisions of Clause 2.02 of this agreement to all employees, the Company and the Union agree to meet following negotiations to review various "Affirmative Action Programs" with the intent of adopting an affirmative action program that may be applicable for the Kitchener operations.

## **#24 - EMERGENCY RELEASE PROGRAM**

1. An emergency release program will be in place within one (1) year of signing the agreement. This will include, at the Company's expense:

- (i) Training to all maintenance personnel to be able to fully participate in any emergency.
- (ii) A proper signaling system throughout the plant, audible to everyone in the plant.
- (iii) A proper tool cart containing all necessary equipment to perform the duties of the response team.
- (iv) Have an annual drill simulated as realistic as possible involving all members of the response team. The exercise will be observed and evaluated by all members of the Joint Health, Safety and Environment Committee.
- (v) Each release procedure, proven and tested to work, shall be posted on every machine or work station or area.
- (vi) The Joint Health, Safety and Environment Committee will be involved in the emergency release program.

## **#25 - CONTAINERS**

The Company will buy new containers or keep all present containers in good repair at all times. The Company will make every effort to ensure that the vendors understand the problems attendant with crates and co-operate in taking corrective action.

## **#26 - CONSOLIDATION OF DEPARTMENT AND CLASSIFICATIONS**

During the course of negotiations, the Company discussed with the Union the consolidation of departments, the deletion of redundant classifications, and the combining of classifications.

The Company agrees that when contemplating such actions the Union will be notified and the matter discussed prior to such move. Consideration will be given to Union recommendations in facilitating such moves to minimize the impact or and disruption affecting employees.

## **#27 - DRUG TESTING**

During the 1990 negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In this regard, the parties agreed that the consumption of certain drugs and/or alcohol may impair an employee's health and endanger his/her safety, or that of fellow employees and the public at large. As worker health and safety are of paramount concern to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the effective implementation of the Employee Assistance and Substance Abuse Program.

During these negotiations, the parties also discussed at length the issue of mandatory drug and alcohol testing the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in various jurisdictions. The parties agreed that the debate and case law in this area is still evolving and it is yet unclear whether such testing will be unconditionally supported by the courts.

Some governments have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws recognize the concerns of a number of these legislators regarding the adverse effects of substance abuse on families, the workplace and the general public.

The parties acknowledged that as a public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them more broadly.

Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

## **#28 - CLASSIFICATION 402**

In the course of negotiations the subject of employment levels in the 402 classification was discussed and the Company agrees to maintain minimum full time employment of at least 23 toolroom employees in Job class 402 except when the active work force decreases. Then the Company agrees to offer minimum full time employment to toolroom employees in job class 402 that will be equal to four (4) percent of the full time total active work force.

#### **#29 - TOOLROOM EQUIPMENT**

The Company will maintain in good repair the tools and equipment necessary to support the need and operation of the toolroom.

#### **#30 - ARBITRATION - COMMISSIONER STYLE**

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a grievance to a grievance commissioner in the following manner:

The Company and the Union will meet to determine a person to act as an arbitrator, and he/she shall be known as a grievance commissioner.

The purpose of the grievance commissioner will be to settle grievances which the Company and the Union desire to be settled in a expeditious, effective, and summary manner. The Company and the Union will meet to determine which grievances shall be dealt with in this alternative method to arbitration and the facts of each individual grievance shall be agreed upon prior to the hearing(s).

The grievance commissioner's decision shall not constitute a precedent for present or future cases.

The commissioner's decision shall be consistent with the provisions of the agreement, and shall be confined to the grievance referred to him/her.

The Company and the Union shall equally share the expenses of such arbitrator(s) in accordance with the Collective Agreement.

The Company and the Union will each present their own case, using only the predetermined facts which were mutually agreed upon between the parties, otherwise the grievance(s) will be set aside to a future date.

The grievance commissioner shall render a decision based on the above facts presented by the parties. Such decision can be given at the time of the hearing, but no later than seven (7) days after the conclusion of the hearing. Either party can request a written decision, along with a brief explanation for such decision.





### **#31 - LATES**

It is agreed that employees who are habitually late for work will be disciplined as follows:

Tenth Occurrence	-	Verbal Warning
Eleventh Occurrence-		Written Warning
Twelfth Occurrence	-	Final Warning
Thirteenth Occurrence	-	Suspension
Fourteenth Occurrence	-	Discharge

It is agreed that all lateness violations will remain in effect for a period of not more than twelve (12) months from the date of such warning or suspension. It is further agreed that once a warning or suspension has expired that all related offenses will be reduced in status accordingly.

The Company will provide four (4) copies of a list including all employees with five (5) lates or more. This list will be updated and issued to the plant committee weekly.

### **#32 - LAYOFF AND RECALL - COMBINED CLASS**

The Company and Union agree that job classifications 100, 110 will be combined for all purposes of layoff and recall except for clause 9.21.

### **#33 - OFF SITE ASSIGNMENTS**

When selecting employees for off-site assignments where it is unknown or unlikely that overtime will be required, employees will be selected by seniority from the affected classification first then from the classification of the Company's choosing provided they are able to satisfactorily perform the work to be done. If it is known that overtime will be required, the Company agrees to use clause 11.10 provided the employee(s) are able to satisfactorily perform the work to be done. Employees will be paid 200% for any off-site assignment work.

### **#34 - Shift Start-up Procedure**

During negotiations the parties agreed to implement a shift start-up procedure similar to that currently used in department 31. This letter is intended to outline the guidelines for applying this type of procedure to the welding departments.

Employees who are not required to work on their job ownership or who maintain classification rights only will be assigned to work through a fair and reasonable daily rotation utilizing the following guidelines:

1. In a designated location, each department will post a list which identifies for the current day (Monday to Sunday) the jobs within each classification and the employee assigned, by badge number. This list will be available a minimum of 15 minutes prior to the start of each scheduled shift. The shift supervisor on the shift will be responsible for the assignments.
2. In the event of an absence, the company may reassign an employee(s) within the classification to fill the vacancy. This will also apply to vacancies created by an employee being transferred on a TWA in accordance with Article 9.07.
3. Classification 240 is deemed to be included in the classifications, which would be eligible for transfer per article 9.07 (C). Such recall shall only apply to employees working in the classification and department on the shift that the vacancy occurs. The Company will be permitted a one shift delay in applying such recall. Where the absence is known to extend beyond that shift, 9.07 (C) will apply.
4. In the event a job ownership is only required for 30 minutes or less due to parts shortages only, the affected employee(s) will be additionally assigned on the list to a rotation assignment.
5. Employees assigned per the posted list will be recognized as having job ownership for that shift. This is also the current practice in department 31.

The parties also agree to meet on as frequent a basis as necessary to address concerns resulting from the implementation of this process.

### **#35 – New Letter - Six Sigma**

**Six Sigma is a worldwide Lear initiative and it is a critical part of the Company's ability to stay competitive and gain customer support. All participants of Six Sigma both Management and Union employees, will follow Six Sigma processes and procedures as defined by Lear Corporation.**

**Any changes to the procedures of the program which have direct impact on hourly participants and the Union will first be discussed with the Union.**

**The Company agrees to provide and discuss a schedule of all Six Sigma projects with the Union.**

### **#36 – COMPASS**

During the 1998 negotiations the Company and the Union discussed their continuing commitment to the COMPASS Program. The COMPASS Program explores the principles, concepts, and applications of continuous improvement as it relates to our total business in such areas as customer satisfaction, quality, manufacturing processes, housekeeping, culture, costs and people. The Company and the Union recognize the need for continuous improvement to maximize all facets of our business to meet the ever-increasing competitive business pressures and reach our objective of being a premier supplier.

The Company will select employees who are directly related to the specific COMPASS objective, including the opposite shift employees when applicable, to participate in a COMPASS program. To facilitate this program, the parties agree to modify the provisions of Article 11.10 in order to allow the COMPASS participants to work overtime (in classroom only) while participating on a COMPASS. In addition, COMPASS improvements, which directly impact incentive standards will be recognized as per Article 14.07. The parties further acknowledge that COMPASS participants will be recognized as an exception under Article 20.03. A Union Representative is entitled to participate in COMPASS sessions. COMPASS facilitator selection may include but not be limited to local facilitators who will also have responsibility for ensuring continuity in the program. The Company has guaranteed that there will be no job loss as a result of the COMPASS program.

The challenges of the future and the success of this program is directly linked to a

mutual cooperation and involvement of the parties in the program.

### **#37 - Assignment of Skilled Trades**

The Company may assign skilled trades to specific equipment or to a department for periods of up to one week. Skilled trades would be rotated through the various assignments as per 15.21. In addition, the Company may assign skilled trades to remain on reserve ('pool') being assigned to plant maintenance issues as per Article 15.21.

### **#38 - Skilled Trades Training**

In order to address the concerns regarding Skilled Tradepersons receiving familiarization and training on new and existing equipment, the parties agree that the appropriate Skilled Tradespersons may have assignments on a rotating basis of up to a maximum of one (1) month.