

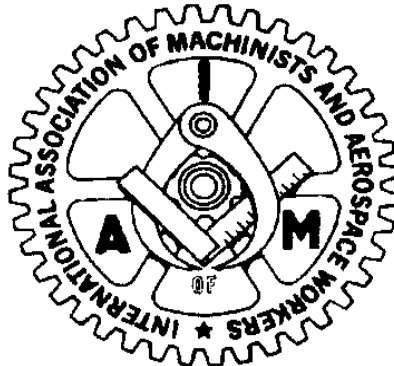
# **COLLECTIVE AGREEMENT**

**Between**



**AUTOLIV ELECTRONICS CANADA, Inc.**

*and*



**THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**LOCAL LODGE # 2113  
2016-2019**

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## **COLLECTIVE AGREEMENT**

This Collective Agreement is made effective this 13 day of January 2016  
Between  
AUTOLIV ELECTRONICS CANADA Inc., hereinafter referred to as the "Company"  
and  
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS and its LOCAL LODGE NO.2113, hereinafter referred to as the "Union"

### **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union and the means by which complaints, grievances and disputes shall be disposed of promptly, equitably and in a spirit of mutual cooperation. In addition, the Company and the Union are committed to a relationship which fosters mutual cooperation, joint initiatives and the empowerment of the work force to provide enhanced opportunities for job security and the long term viability of the Markham Plant.

### **ARTICLE 2 - RECOGNITION**

- 2.01 a) The Company recognizes the Union as the sole and exclusive collective bargaining agency for all of the employees of the Company at its operations in the city of Markham, save and except Supervisors, Foremen, persons above the rank of Supervisor/Foremen, Office, Sales Staff and Security Guards.
- b) In the event the Company closes its Markham Plant and operations currently performed by bargaining unit employees are relocated to a newly established facility within the Province of Ontario, the Company will continue to recognize the Union as the sole and exclusive collective bargaining agency and the provisions of this Collective Bargaining Agreement will be extended to cover the new facility.
- c) If the Company re-establishes a manufacturing facility in the Province of Ontario, it will give first opportunity for permanent positions to employees severed under this agreement.
- d) The Company agrees that in the event the operations are transferred to another facility within the Province of Ontario, that no employee will be forced to relocate more than one hundred (100) kilometers from the plant and any employee who chooses not to relocate will be entitled to all severance allowances, contractual or statutory, provided for in this agreement.
- 2.02 The Company agrees that it will not permit any person not within the Bargaining Unit to perform the work or operations normally done by an employee within the

Bargaining Unit, with exceptions in the following types of situations

- (a) In line set-ups where qualified Bargaining Unit personnel are not directly available.
- (b) In experimental work or inventory, (except that of initial routine counting and recording of production materials).
- (c) In an emergency or instructing employees.
- (d) The Company will notify the Shop Steward or Chief Steward prior to performing work outlined by paragraphs 2.02 (a), (b) and (c).

### **ARTICLE 3 - RIGHTS OF MANAGEMENT**

3.01 The Union acknowledges, that it is the exclusive function of the Company:

- (a) To maintain order, discipline and efficiency;
- (b) To hire, retire, direct, promote, demote, transfer, discipline, suspend, discharge employees, and to increase and decrease the working forces, provided a claim of discriminatory promotion, demotion, transfer, discipline, retirement and suspension or a claim by an employee that they have been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) Generally to manage the business in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of establishments, the products to be manufactured, processed or handled, the methods and processes to be used, schedules of production and work, kinds and locations of machines, tools and equipment to be used, engineering required, and the control of materials to be used in the products manufactured or handled;
- (d) To make, alter and enforce rule and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

4.01 All employees covered by this Agreement shall as a condition of employment, upon completion of their respective probationary periods, become members of the Union and remain members in good standing in the Union during the term of this Agreement.

Prior to starting work, new employees, shall be required to complete and sign the

Union Membership Application form and they will be introduced to their Shop Steward by their Supervisor.

- 4.02 Employees shall be required to authorize the Company on a form provided to deduct from each week's pay an amount equal to the regular weekly dues of the Union. Such deductions shall be remitted to the District Lodge of the Union, together with a list of employees from whom such deductions were made. The list will include hires and severances. Such amounts are held for the Union and employees and do not form part of the property of the Company.

The Company will show the amount of dues deducted on T-4 slips issued to employees.

#### **ARTICLE 5 - NO STRIKES AND NO LOCKOUTS**

- 5.01 The Company agrees that it will not cause or direct any lockout of its employees so long as this Agreement continues to operate, and the Union agrees that there will be no strikes, slow-down, sit-down, work stoppage or suspension of work, either complete or partial for any reason by the employees so long as this Agreement continues to operate.

#### **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Company agrees that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by the Company or by any of its representatives with respect to all employees.
- 6.02 The Union agrees that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced upon employees of the Company by any of its members or representatives, and there will be no solicitation for membership, or other union activity on the premises of the Company during an employee's working hours except as otherwise provided in this Agreement.
- 6.03 The Company agrees that it will not discriminate against any person because of race, creed, colour, nationality, ancestry or place of origin, sex, sexual orientation, disability, religion or age as provided in the Employment Standards Act of Ontario and the Human Rights Code.

#### **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Union shall elect or otherwise appoint a Shop Committee consisting of the President and Vice President of Local Lodge No.2113 and Chief Stewards as provided for in Section 7.02. The members of the Shop Committee shall be employees of the Company covered by the Agreement.
- 7.02 The Union may elect or otherwise appoint and the Company shall recognize one (1) Chief Steward on the day shift, one (1) Chief Steward on the afternoon shift and

one (1) Chief Steward on the midnight shift. It is understood that complaints, grievances, etc., will be communicated to management by not more than one (1) Chief Steward who may be accompanied by a Line Steward.

Additionally, the Company agrees that they will recognize an additional chief steward, on any shift that employs more than 125 people.

Individuals identified as Line Steward(s) will remain in their area unless they do not have sufficient seniority to remain on the shift, or accept a promotion in line with their seniority, or if their product line is eliminated or moved. Individuals identified as Chief Stewards will remain in their area and on their shift for the period of their current respective term unless they accept a promotion in line with their seniority.

7.03 The Union shall notify the Company in writing, of the name of the members of the Shop Committee, Chief Stewards, Line Stewards and the Union's appointees on joint committees within fourteen days of ratification of this agreement, and of any subsequent changes.

7.04 (a) For the purposes of improving communications between the parties and discussing matters of mutual concern, representatives of the Company will meet the Shop Committee once each month. Such meetings will be held during the second week of each month on some mutually agreeable day of that week and the Company and the Union will exchange agendas of matter for discussion not later than seven days before each meeting. If an agenda is not submitted by either party, it is understood that the month's meeting is cancelled.

(b) In case of urgent matters, additional meetings shall be held at other times which are mutually agreeable to the Parties.

7.05 A Shop Committeeperson or Chief Steward or Line Steward shall, after notifying and receiving permission from their Supervisor, be permitted at reasonable times during working hours, to leave their regular duties for a reasonable length of time in order to investigate or settle any complaint or grievance which may arise. The Company agrees that any such permission will not be unreasonably denied.

When returning to their regular duties, the employee shall so notify their Supervisor. When the time is spent by a Shop Committee person or Chief Steward or Line Steward during their regular working hours, and on the premises of the Company, and when permitted, for the purpose of investigating, settling or meeting with the Company, with respect to the complaint or grievance of an employee, they shall be paid at their straight time hourly rate of pay for time spent away from their regular duties. Notwithstanding the following the Company will recognize the functions of the President as justifiable paid time away from regular duties up to a maximum of thirty seven and a half (37.5) hours at straight time hours per week until January 7,

2005. Commencing January 10, 2005 the Company will recognize the functions of the President as justifiable paid time away from regular duties up to a maximum of thirty (30) straight time hours per week. In the event the President is not on the premises, the Company will recognize the Vice President or designate in the same manner as the President. The Company agrees that, should the number of bargaining unit employees rise above four-hundred and fifty (450), due to recall, or new hire, the President's position will revert back to a full time normal work week position. Should this occur, the President will retain rights to their previously held overtime sharing group. Should the membership fall below four hundred and fifty (450), the President's position will revert to the part time hours listed above. The Company agrees that the President, Vice President and the Benefits Representative of the Union shall be assigned to the day shift, should the Union request the shift assignment.

- 7.06 A Health and Safety Representative who has attained the status of "Certified Worker" (as defined by the Occupational Health and Safety Act of Ontario in effect on the date of this agreement, as a minimum standard) shall be appointed by the Local President. The President shall advise the Human Resources Department in writing of the name of the appointed Health and Safety Representative. No Representative shall function as such until the Company has been so advised. The Health and Safety Representative will be excused from their regular duties to attend health and safety meetings and perform health and safety functions as required. The Company agrees that, should the number of bargaining unit employees rise above six-hundred and twenty-five (625) due to recall, or new hire, the Union's Health and Safety Representative position will revert back to a full time normal workweek position.
- 7.07 Shop committee persons, Chief Stewards and Line Stewards shall exercise the privileges herein provided in such a manner as to promote good order and shop discipline, and with the least possible interference with the regular duties of their employment.
- 7.08 The Benefits Representative after receiving permission from the Company Plan Administrator will be excused from their regular duties to attend joint benefit meetings with the Company Plan Administrator. The purpose of these meetings is to investigate or settle any benefit related issue which may arise with the Company Plan Administrator. The Company agrees that any such permission will not be unreasonably denied. The Company agrees that, should the number of bargaining unit employees rise above six-hundred and twenty-five (625), due to recall, or new hire, the Union's Benefit Representative position will revert back to a full time normal work week position. The Company agrees that, should the number of bargaining unit employees rise above five hundred and fifty (550), due to recall, or new hire, the Company will designate one day every week in which the Benefits Representative will be excused from their regular duties to attend to duties associated with this position.



## **ARTICLE 8 - HEALTH AND SAFETY**

8.01 The Company shall maintain adequate sanitary arrangements, proper safety devices and eliminate any condition of employment which is a hazard to the health and safety of the employee.

The Joint Health and Safety Committee shall remain pursuant to the Occupational Health and Safety Act of Ontario in effect on the date of this agreement, as a minimum standard. The Union shall name three (3) employees covered by this Agreement to such Committee and three (3) alternates. The size of the Committee may be changed by mutual agreement of the parties. A meeting of the Committee shall be held once per month to discuss matters pertaining to the health and safety of the employees, to identify situation that may be a source of danger or hazard to employees and to make recommendation to management on health and safety matters. A Union member of the Committee, designated by the Union, will be permitted to conduct a safety inspection once per month and will also be informed of all lost time accidents affecting employees in the bargaining unit. Minutes of Committee meetings will be filed with the Union and a copy posted on the bulletin board. The Company shall also post the names of both Union and Company representatives of the Joint Health and Safety Committee. The Joint Health and Safety Committee will operate under the Operating Guidelines promulgated by the parties (see Supplement).

Union Committee members shall be paid at their regular or premium rate for such time away from their work for meetings and inspections provided for above.

A health and safety grievance may be initiated at Step 3 of the Grievance Procedure provided the matter in question has been considered and not resolved at the Joint Health and Safety Committee meeting.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. In the event of a complaint by an employee, they shall take the matter up on an oral basis with their Supervisor within fourteen (14) calendar days of the event giving rise to the complaint. The fourteen (14) calendar day time limit shall apply from the day the event giving rise to the grievance becomes known by the grievor. The employee shall be accompanied by a Steward if they request such assistance. The Supervisor will reply to the complaint within three (3) working days. If the matter is not settled to the employee's satisfaction, the following procedure shall be adhered to:

Step No. 1:

The employee or the Union Steward shall present the grievance in writing on the form provided, signed by the employee and a Steward, to the Supervisor within

three (3) working days after the date of receiving the Supervisor's reply to the complaint. The employee shall have the assistance of their Steward. The Supervisor shall discuss the grievance with the Steward and the employee and give an answer or decision in writing within three (3) working days of the date upon which the grievance was received.

Step No.2:

If the matter is not settled to the employee's satisfaction, the employee shall within three (3) working days of the date of receiving the decision from the Supervisor or nominee, with the assistance of the Chief Steward, present the grievance in writing, on the form provided, to the appropriate Area or Department Manager. The Area or Department Manager or their nominee, will within three (3) working days, upon receipt of the grievance, answer the grievance in writing and return it to the Chief Steward.

Step No.3:

If the grievance is not settled at Step 2, the Shop Committee and the Business, Rep will, within five (5) working days of the day of receiving the decision of the Area or Department Manager or their nominee, take the grievance up with the Labour Relations Supervisor and/or Manager. The Human Resources Manager will within five (5) working days of the meeting, give a decision in writing. If the grievance is not settled at Step 3 the Union may refer the grievance to arbitration under Article 10.

9.02 Either the Union or the Company may file a policy grievance within ten (10) working days of the event giving rise to the grievance. The ten (10) working day time limit shall apply from the day the event giving rise to the grievance becomes known to either party. Any such grievance may be taken up beginning at Step No.3 in the case of a Union policy grievance, or with the Shop Committee in the case of a Company grievance.

If the grievance is not settled within five (5) working days after the date on which it was received by the Human Resources Manager or nominee, at Step No.3, then the Union may refer the grievance to arbitration under Article 10.

9.03 Any of the time limits in this Article or in Articles 10 or 11 may be extended by mutual agreement of the parties.

## **ARTICLE 10 - ARBITRATION**

10.01 In the event that a grievance is not settled satisfactorily after it has been duly processed through the grievance procedure provided for in this Agreement, either party may, within and not after ten (10) working days, following the Union's next immediate regular Local Lodge meeting notify the other party in writing of its

desire to submit the grievance to arbitration and such notice shall contain the name and address of the first party's appointee to an Arbitration Board. At the request of the Union, the Company will extend time limits up to an additional ten (10) working days; provided however, that in grievances having continuing financial liability, no such liability will accrue during these additional ten (10) working days. The recipient of such notice shall within ten (10) working days of its receipt, inform the other party in writing of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a Chairperson within ten (10) working days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority, is the decision of the Arbitration Board but if there is no majority, the decision of the Chairperson governs. The Arbitration Board shall not have any authority to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof or to give any decision contrary to or inconsistent with the terms and conditions of this Agreement or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its own appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairperson.

Nothing in this article will prevent the parties from using the Single Arbitrator method pursuant to the Labour Relations Act.

- 10.02 Any question as to whether a matter is arbitrable may also be referred to arbitration under this Article by either party.
- 10.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## **ARTICLE 11 – DISCIPLINE / DISCHARGE CASES**

- 11.01 (a) No seniority employee covered by this agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.
- (b) An employee may only be disciplined in the presence of the employee's Steward or designated alternate, except when the Steward or designated alternate is not on the Company premises. Disciplinary action taken against an employee will be confirmed on appropriate forms with the distribution as follows:

1 copy to the employee  
1 copy to the Union President

An employee may only be discharged in the presence of the Local President or designated alternate. The discharged employee shall have the right to interview their Local President or their alternate for a reasonable time during working hours in a convenient place in the Plant.

In circumstances where an employee has been suspended as a disciplinary matter, the employee shall have the right to interview with their Local President or designated alternate for a reasonable time in a convenient place in the plant as soon as the President or alternate is available.

In the event that an employee who has attained seniority is suspended as a disciplinary matter or is discharged and the employee claims that an injustice has been done, the employee may within three (3) working days after discharge or suspension file a grievance in writing at Step 3 of the grievance procedure.

The Company will notify the President or alternate if an employee voluntarily quits. In applying progressive or other discipline, verbal and written warnings and less severe disciplines will be purged from the employee's personnel file after twelve (12) months if the employee receives no additional disciplinary action, of a similar nature, during that period. More severe disciplines will be purged from the employee's personnel file after twenty-four (24) months if the employee receives no additional disciplinary actions, of a similar nature, during that period.

- 11.02 Where an employee grieves suspension or discharge and duly comes before an Arbitrator or Arbitration Board, the Arbitrator or Board may make a ruling:
- (a) Confirming the Company's action or
  - (b) Reinstating the employee with full seniority and all rights and benefits, under the Agreement with compensation for all wages lost, or
  - (c) Disposing of the grievance in any other manner which may be just and equitable.

## **ARTICLE 12 - SENIORITY**

- 12.01 An employee will be considered on probation, and will not be placed on a seniority list, until after the employee has worked for the Company for ninety (90) days during a period of six (6) consecutive months. If at the option of the Company, the employee is retained for the aforementioned period, the employee's name shall be placed on a seniority list and seniority shall date from the date the employee last commenced work with the Company. Employees hired/recalled

after January 10<sup>th</sup>, 2004, will be considered Tier II employees. Wages and benefits for Tier II employees are specified elsewhere within this agreement. In addition, all current employees as of January 10<sup>th</sup>, 2004 will always remain Tier I classified employees, regardless if any layoffs occur in the future.

- 12.02 In case of promotion, demotion (except as a disciplinary measure), layoff and recall from lay-off (except in the case of temporary lay-offs under Article 12.07) the following shall apply:

The employee with seniority shall be entitled to exercise plant-wide seniority (and in the case of lay-off to displace an employee with less seniority in the plant) provided the employee with seniority has the qualifications to do the work which is available.

- 12.03 Seniority lists and records shall be kept by the Company on a plant-wide basis and on a job classification basis as applicable. A copy of such seniority lists shall be forwarded to the Union. Such lists shall be prepared once every three (3) months where changes so warrant and in any event not less than once every six (6) months. The Union will be notified of recall and hiring programmes.

- 12.04 An employee transferred from an hourly paid position to a salaried position shall be credited with seniority accrued in the bargaining unit at the time of transfer and will continue to accumulate up to one (1) year of salaried position seniority, during which time the employee may elect to return to the bargaining unit where there is a vacancy. After one (1) year all bargaining unit seniority will be forfeited.

- 12.05 When an employee is transferred (as defined in Article 12.02) from one job classification to another, seniority will be transferred.

In accordance with Appendix "G", Apprenticeship Agreement, for employees entering a trade after completing a Joint Apprenticeship programme the seniority date to be applied will be the date the employee enters their apprenticeship. Plant-wide seniority will be retained and applied for the purposes of vacation and any other benefits and/or should the employee revert to their previous classification in which their seniority is greater.

In the event there is no need for an additional employee in the classification, the apprentice who has successfully completed the apprenticeship and has become a licensed journeyman, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeyman will retain recall rights to the apprenticed classification and will exercise their date of entry seniority as openings become available.

- 12.06 An employee shall lose seniority standing and their name shall be removed from the seniority list and employment terminated for any of the following reasons:

- (a) If the employee voluntarily quits the employer.
- (b) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- (c) If an employee is absent without permission or does not contact the Company for more than three (3) consecutive days and fails to furnish satisfactory reason for such absence.
- (d) If the employee has been laid off continuously for a period of more than twenty-four (24) consecutive months or length of service, whichever is greater. The following conditions will apply.

A registered letter will be sent to the employee on lay-off, regardless of length of service in the twenty-second (22) month to update employee recall rights.

- i. The employee must respond to the registered letter prior to the twenty-fourth (24) month.
  - ii. Failure to respond to the registered letter will result in the employee being removed from the seniority list.
  - iii. Employees who respond will remain on the seniority list with recall rights up to their length of service.
- (e) If the employee is laid off and fails to report for work within two (2) weeks after they have been notified to do so by the Company, or fails within that time to furnish the Company with a satisfactory reason for not returning. Such notification will be sent by the Company by registered mail to the last address on record with the Company. The Union will receive a copy of such notice.
- (f) All employees on lay-off status must keep Human Resources Department informed as to any change of address by registered mail or in person, if they wish to remain on the seniority list. A copy of the change in status shall be given to the Union.
- (g) If an employee who is recalled to work fails to advise the Company within five (5) working days of notice that they intend to return to work, their name may be passed over and the next in line called, and if not returning fails thereafter to furnish the Company with a satisfactory reason within the period of time provided in (e) immediately above.
- (h) If an employees' period of disability leave exceeds twenty-four (24) months or length of service, whichever is greater.

12.07 Lay-off may be put into effect without regard to seniority when a temporary lay-off is necessary, either due to a shortage of materials or assembly line changeover, or volume adjustment, or inventories so long as the lay-off does not extend beyond a period of three (3) working days. In any event, such lay-offs shall not exceed ten (10) working days in anyone (1) year of the contract to anyone (1) employee. In exercising the above, the Company agrees that Employees may opt to utilize unused vacation time, but cannot be forced to use vacation time. A detailed list of the Employee's Temporary Layoff Days will be supplied to the Union upon request.

Where such lay-off is necessary, but does not affect all of a particular group of employees, probationary employees working in such a group shall be included among those laid off first. The Union will be provided with a list of employees on temporary lay-off.

The Company and Union may agree to increase the number of temporary lay-off days over and above those specified when business circumstances (i.e. volume requirements) warrant. It is understood that any agreement shall require the concurrence of the membership.

12.08 The Company agrees to notify the Shop Committee of a lay-off prior to the employee being notified of same. It is agreed that employees will receive five (5) working days' notice of lay-off or pay in lieu thereof up to five (5) working days, and in abnormal cases where five (5) work days' notice cannot be given, such as partial or complete shutdown because of events beyond the control of the Company, fair and reasonable notice or pay in lieu thereof (minimum of two (2) days) will be given, by mutual agreement of the Company and the Union. This provision does not apply in the case of temporary lay-offs.

12.09 When it is necessary to reduce the work force in any Classification the following seniority provisions are effective:

- (a) Probationary employees in the affected job classifications will be laid off first (see Article 12.01).
- (b) Employees may elect lay-off out of the Plant. If so, employees' recall rights would be restricted to the classification from which they were laid off and classifications they had previously bumped including preferred classifications.
- (c) Then employees with the least amount of plant-wide seniority in the classifications affected will be laid off from the classification first and may exercise bumping right.
- (d) Then employees may elect to displace the least senior employee in the preferred lateral or lower rated classification that they are qualified to

perform. All classifications previously held (on other than a temporary basis) may be pre-designated as preferred classifications (see Article 12.11) for purposes of recall and layoff. Employees who have previously held less than five classifications may pre-designate other lateral or lower rated classifications to provide a total number of at least five preferred classifications. If an employee refuses to go to a preferred classifications because of shift they will exercise seniority in Job Level 2.1 only, maintaining recall rights to their base and all preferred classifications (if previously held).

An employee who after being placed on one of their preferred classifications that they are qualified for and have seniority to hold, and is disqualified by the Company for inability to perform or disqualified themselves because of inability to meet job requirements, shall then exercise their rights in another preferred classification in line with their seniority. If they are then unable to meet the job requirements in the second preferred classification they shall then exercise seniority in Job Level 2.1 only.

- (e) Employees who have insufficient seniority to bump at the time of lay-off may select preferred classifications laterally or below their present classification that they are qualified to perform for recall purpose.
  - (f) The Company will maintain Employees Health and Dental benefits, excluding Weekly Indemnity and Long Term disability benefits, for the calendar month in which the layoff takes place.
- 12.10 When it becomes necessary to increase the work force, employees will be recalled by classifications, senior employees first and will exercise recall rights in the following manner:
- (a) Employees must accept recall to a classification previously held or they lose recall rights to that classification.
  - (b) An employee shall not be recalled to any classification not previously held.
- 12.11 In order to exercise seniority for lay-off or recall purposes, an employee is required to have such preference on file in the Human Resources Office as of the posting of notification of reduction in force and such preference may not be changed until after the effective date of the reduction in force. The Union shall be entitled to a copy of all preference sheets and/or have the ability to print the report.
- 12.12 The Company may grant Leave of Absence, with accumulated seniority, without pay, to an employee for legitimate personal reasons, with special provisions, as follows:



- (a) Up to a period of one (1) year for an employee with less than three (3) years seniority.
- (b) Up to a period of two (2) years for an employee with more than three (3) years seniority.
- (c) Maternity Leave of Absence shall be granted without pay and disability benefits, beginning up to seventeen (17) weeks prior to the expected delivery date and continuing for a period up to twelve (12) months. The Company may grant additional Leave of Absence without pay and without disability benefits under the provision of paragraph (a) or (b) above upon written request by the employee. Five (5) working days' notice of intent to return to work must be given by the employee, when granted Leave of Absence in excess of two (2) months.

NOTE: Where there is a related disability (See 18.01). In the event any employee feels they have been denied a Leave of Absence unjustly, they may resort to the grievance procedure.

- (d) Parental Leave of Absence shall be granted without pay or disability benefits, provided a written request is submitted two (2) weeks prior to the commencement of the Leave. Such Leaves will be granted in accordance with the provisions as set forth in the Employment Standards Act of Ontario.
- (e) No leave will be granted for the purpose of alternate employment or any education that is not in line with the Company's direct business interests during the leave period.
- (f) For leaves two (2) week or less, the Company will continue benefits.
- (g) An employee who qualifies for and receives, pursuant to the provisions of Ontario's Employment Standard's Act, Family Medical Leave or Compassionate Leave, must first use any paid vacation days prior to using granted Leave of Absence days. Employees may request an unpaid vacation leave of absence up to the total number of vacation days used for the compassionate leave previously taken in the vacation year and such leave will be granted by the Company in line with Company Policy.

12.13 The Company will grant leave of absence without pay to not more than six (6) employees for not more than four (4) weeks cumulative for each employee, per year, for the purpose of attending to Union business or Union conventions provided such leave of absence does not interfere with the Company's operation. Where feasible, an employee must request a LOA in writing two (2) weeks prior to the commencement of the leave.

- 12.14 The Company shall grant leave of absence without pay for any employee to serve as a full time employee of the District Lodge or Grand Lodge of the International Association of Machinists and Aerospace Workers. Such employees must renew their leave of absence yearly.
- 12.15 In the event of any lay-off, other than temporary lay-off, elected representatives of the Union, namely, President, Vice-President, Recording Secretary, Financial Secretary and Chief Stewards shall be retained in the employ of the Company, during their current respective terms of office in the Union, notwithstanding their position on the seniority list, provided the Company has work available which they are qualified and willing to perform.

Employees noted above shall retain their super seniority standing and therefore their recall rights in line with that seniority, should they be laid off from their shift. Should an Employee noted above be laid off due to the elimination of a shift, they shall be the first Employee recalled when such shift is re-established.

- 12.16 (a) The Company agrees to post all original job vacancies plus any additional vacancies created by a subsequent promotion or transfer for two (2) working days on all shifts before filling such vacancies. No posting will be made in the case of temporary transfers of thirty (30) days, or less after discussion with the Union. No temporary transfer may be extended beyond forty-five (45) working days, in any six (6) month period, without the written mutual consent of the Shop Committee and the HR Department. No posting will be made for Grade 2.1 except prior to the hiring of permanent full time employees.
- (b) Vacancies will include; where there is a change within a classification which does not affect all employees in the said classification; such change will be job posted.

The Company and the Union agree on the need to evaluate employees' skill levels in order to determine their training needs.

For internal classification postings, the Company and the Union have agreed to mutually identify job classifications in which skill factors will be tested or whether external certification is required. The Company and the Union mutually agree to develop and coordinate tests as a means to do this if external certification is not required. The contents of the tests must be mutually agreed to prior to any test application.

Passing test results will remain valid for twelve (12) months from the date the test is administered. If a vacancy for a tested position occurs within a three (3) month period, the vacancy will be filled with the next successful applicant. Applicants who do not pass the entrance tests will not be able to apply to retake the tests for three (3) months. Applicants who do not pass the

entrance tests after three (3) attempts will not be able to retake the entrance tests for twenty-four (24) months. Applicants who do not pass additional testing required to obtain certifications within a classification will be removed from that classification and will be unable to reapply for six (6) months. Applicants who do not pass the additional certification tests after two (2) attempts will not be able to retake the tests in that classification for twenty-four (24) months.

- (c) An employee who wishes to apply for any posted vacancy must submit a correctly completed application in writing to the official of the Company named in the notice and notwithstanding Article 12.02, only such applicants shall be considered for a posted vacancy.
- (d) Consideration will be given to the seniority standing, and to the qualifications (including testing and/or certification if applicable), of the applicant to do the work before a new employee is hired. Experience gained in a classification because of a temporary transfer will not be used in assessing the ability factor of the applicant. Unsuccessful applicants will be advised by the Company of the reason.
- (e) On their shift, the successful applicant in the presence of the Chief Steward shall be shown and explained the various duties of the classification. The Company will provide the Chief Steward with relevant seniority standing and any available shift information to assist the applicant with their decision to let their name stand for the vacancy. The successful applicant shall then sign if their name is to stand for the vacancy.
- (f) An employee who is the successful applicant to a vacancy in a higher or lateral job level classification shall not be eligible to apply for a lateral vacancy for a period of six (6) months.
- (g) An employee who is the successful applicant to a lower job level classification or from the date the employee is withdrawn from a classification, for reasons other than a reduction in the classification, shall not be eligible to submit another application for a period of six (6) months.
- (h) An employee who is notified they are the successful applicant may decline to fill the vacancy prior to acceptance and subsequent training for a certified position. Once the employee has accepted, received the training and been placed and subsequently disqualifies themselves they will exercise their seniority in Job Level 2.1.
- (i) Successful applicants to a higher job level classification that requires external certification will be required to complete a ninety (90) day probationary period. The Company will provide its employees with adequate training necessary to perform such work. After ninety (90) days if an employee does

not demonstrate their ability to perform at a satisfactory level, the Company will meet with the employee and a Chief Steward to review their evaluation. If the employer concludes that the employee is unable to perform at a satisfactory level, the employee will be returned to their previously held classification. In such cases the Company will select the next eligible employee, from the job posting applicants, if any.

- 12.17 Seniority shall be considered in the assignment of employees to shifts. The Company maintains sole authority to initially assign employees to any department on the shift the employee has seniority to hold. When the Company deems it necessary to reassign employees within a shift, due consideration will initially be given to seniority and volunteers in the assignment of positions within a classification. However, the Company will also consider operational productivity, and the health and welfare of employees in the assignment of positions. Since it is recognized that it is impossible to operate the facility with all of the senior employees on one shift, seniority cannot be the only factor in shift assignment.

Employees placed on a shift through posting or hire to it and who have been on the shift for six (6) consecutive months may apply for a shift transfer. Such application shall be in writing and will be considered active for six (6) months. When a vacancy (other than temporary) occurs in a classification and there are active shift transfer applications on file in the classification, the applicant with the greatest seniority in the classification will be given preference to transfer to the shift on which the vacancy exists. If an employee has not transferred to the shift of their choice within sixty (60) calendar days of their shift transfer request, they will exercise their seniority against the junior employee in their classification on the shift of their choice. An employee transferred under this Section may not apply for another shift transfer for one (1) year from the date of such transfer.

The requirement that an employee must be on a shift for six (6) consecutive months before applying for shift transfer shall not be applicable in the case of an employee who is transferred to another shift involuntarily as the result of reduction in force or recall. In such cases an employee will be moved to the shift of their choice as openings occur in their classification in line with their seniority. When the Company is implementing a change in the workforce, notice of this change shall be posted for 2 working days on all shifts and employees shall be required to update or submit their shift transfer requests to Human Resources. Any requests submitted after the notice is taken down shall not be considered until after the effective date of the change in the workforce and will be processed in accordance with Article 12.17.

- 12.18 No employee may work on any shift other than the shift so assigned in line with their seniority and shift preference for a period longer than ninety (90) calendar days for the purpose of receiving training. Any extension to this time frame must be approved by mutual agreement between the Company and Union.

12.19 It is the employee's responsibility to keep the Human Resources Department informed of their current address and telephone number.

### **Layoff Procedure**

- 12.20 (a) The Company will follow the provisions of the Employment Standards Act with regard to layoff, however, where practicable the Company will endeavour to give a minimum of sixty (60) days' notice.
- (b) Employees with the greater seniority will be offered the opportunity to voluntarily accept layoff, as it becomes necessary to reduce the workforce in any classification and receive all applicable entitlements specified in this agreement. The Company will cooperate in dealing with HRDC to ensure no loss of EI eligibility for layoff out of seniority.
- (c) Once notice of permanent layoff has been given in writing, an employee who has an opportunity for alternate employment prior to his/her separation date will be entitled to all applicable severance and Pension benefits specified in this agreement provided he/she gives two (2) weeks' notice.

### **Severance Pay**

- 12.21 (a) In the event of a permanent layoff due to permanent discontinuance of all or a significant part of the Company's business, all employees will receive 3 weeks of pay for each completed year of service, or part thereof (full month), including service with the previous employer, to a maximum of 65 weeks of pay. This amount includes any entitlements to severance pay employees may have under Ontario's Employment Standards Act, as amended.
- (b) Notwithstanding part (a) above, employees who are permanently laid off due to the permanent discontinuance of all or a significant part of the Company's business and are immediately eligible for an unreduced pension will receive 1 week of pay for each completed year of service, or part thereof (full month), to a maximum of 26 weeks of pay and any entitlements to pay in lieu of notice they may have under Ontario's Employment Standards Act, as amended.
- (c) In the event of a permanent layoff as a result of the normal course of business or a downturn in the economy, all affected employees will receive any entitlements to notice and severance pay they may have under Ontario's Employment Standards Act, as amended.

## **Adjustment Committee**

12.22 In the event of plant closure the Company agrees to the following:

- (a) The Company will agree to set-up an Adjustment Committee.
- (b) The Company will contribute up to \$250.00 per bargaining unit employee to fund mutually agreed upon Adjustment Committee activities.
- (c) An Adjustment committee will be formed with the appropriate Ministry, and shall be comprised of 3 Union and 3 Company representatives. Such Committee will be created as soon as practicable.
- (d) The Company will provide all office and equipment onsite as long as the facility remains open for the Adjustment Committee use.
- (e) In addition the Company will use its best efforts and business contacts to attempt to secure employment with other employers for all employees who wish to be re-employed. Opportunities which are identified, will be disclosed to the joint committee in order that it may act expeditiously to have the jobs filled by Autoliv employees.
- (f) Employees will be granted time off without pay to attend job interviews. A prior notice of (24) twenty-four hours must be given to the Company. Time off must be mutually agreed to by the Supervisor and the employee.

## **Tuition and Retraining Expenses**

12.23 In addition to the costs associated with courses identified under the CAC mandate, the Company will reimburse an active employee up to \$1,150 per calendar year, towards Company approved certified skills upgrade courses. Payment will be made upon proof of payment and successful completion.

## **ARTICLE 13 - POSTING NOTICES**

13.01 The Union shall have the privilege of having its notices posted at specified places on the Company's premises. The Company shall supply two (2) bulletin boards for that purpose. The Company maintains the right to remove notices or postings that it, reasonably deems to be inappropriate.

## **ARTICLE 14 - HOURS OF WORK**

14.01 The normal hours of work shall be thirty seven and one half (37.5) per week, being seven and one half (7.5) hours per day, except as defined in Appendix F,

'Alternate Work Schedules'. Until further notice, the lunch period shall be unpaid and shall be one-half (1/2) hour in duration, which shall be scheduled, where service is available, during the operating hours of the cafeteria.

Unless otherwise changed by mutual consent: The normal starting time of the day shift shall be 7:00 a.m. and the quitting time 3:00 p.m. The normal starting time of the afternoon shift will be 3:00 p.m. The normal starting time of the midnight shift will be 11:00 p.m.

14.02 A separately calculated amount of one dollar (\$1.25) shall be paid for all hours worked on the first shift (midnights) and on the third shift (afternoons).

14.03 The Company does not guarantee to provide employment or work for normal hours or for any other hours.

14.04 Except as described in Appendix F,

Time and a half (1.5x) shall be paid in the following situations:

- 1) Any hours worked on Monday to Friday over a normal shift (providing a full shift is worked)
- 2) The first five (5) hours of a Saturday shift

\*Note: Hours worked by afternoon shift employees who stay late on Friday into Saturday shall be assumed to be worked on Friday.

Double time (2x) shall be paid in the following situations:

- 1) Any hours worked over 12 hours between Monday and Friday
- 2) Any hours worked over 5 hours on a Saturday
- 3) Any hours worked by any employee between 11pm Saturday and 11pm Sunday

\*Note: For Midnight shift only, hours worked by a midnight shift employee who comes in early on their Sunday (prior to 11:00pm Saturday) will be paid double time for hours prior to 11:00pm, provided a complete Sunday shift is worked. For greater clarity hours worked prior to 11:00pm Saturday will be attached to a Sunday, provided a complete Sunday shift is worked.

14.05 (a) An Employee who is required to work on a Saturday which is not part of a regular weekly schedule of hours shall be paid for the first five (5) hours worked on such a day at the rate of time and one-half (1 1/2). Work in excess, of five (5) hours shall be paid at the rate of double time.

(b) If a Saturday is worked in lieu of a normal work day, then such Saturday becomes a normal work day at straight time. In the event that work is

required on the day for which the Saturday has been worked, hours worked on this day will be paid for as per 14.05 (a), except as described in Appendix F.

- (c) When a Saturday is a statutory holiday and an alternate day is declared in lieu of the Saturday holiday, then such Saturday will become a normal Saturday paid for as per 14.05 (a) and the declared day become, the official statutory holiday.

14.06 An employee who is required to work on a Sunday, which is not part of a regular weekly schedule of hours, or on a day that is recognized by the Company as a holiday, as outlined in article 16.01, shall be paid for all hours worked on such days at double time (2x) in addition to any holiday pay which they may otherwise be entitled, except a, described in Appendix F.

14.07 An overtime premium paid for any hour excludes that hour from consideration for overtime premium on any other basis, thus eliminating the pyramiding of overtime premium.

14.08 A minimum of four (4) hour's pay at basic straight time hourly rates shall be paid to an employee who reports for work at the beginning of a normal work shift, whether or not work is made available, unless the circumstance are beyond the Company's control, including such circumstances as fires, breakdown, or power failure, except as defined in Appendix F.

14.09 An employee who is called back to work where no previous arrangements for overtime were made, after they have left the premises on a normal working day, or when called on a Saturday, Sunday, which is not part of a regular weekly schedule of hours, or holiday, without previous notice, shall receive a minimum of four (4) hours pay at the appropriate overtime rate.

14.10 When an employee is required to work overtime for four (4) hours or more in any one day immediately after completion of their shift without prior notice, a meal ticket of five dollars (\$5.00) shall be provided, at the time of the accepted overtime, and shall expire after forty-eight (48) hours and be a one-time usage voucher.

NOTE: An employee shall be deemed to have received "Prior Notice" if notified prior to the end of the last hour worked on the previous day.

- 14.11 (a)
  - (i) Within the defined overtime sharing group overtime shall be equitably distributed amongst the employees within the shift, within the classification and as is practicable between the shifts. Defined groups shall be determined and agreed upon and shall remain fixed



except in the case of new products, launches, or significant changes in operations in which case the overtime group shall be mutually agreed upon. (See Appendix H for an example of overtime groups).

- (ii) Employees shall not be entitled to more hours of overtime than the length of the scheduled overtime shift. An individual's scheduled overtime will not be cancelled by another employee's scheduled overtime, unless notice is given prior to the end of the last hour worked on the previous day. Notwithstanding the above, overtime may be cancelled in line with the other provisions in the Collective Agreement.
- (b) The Company will distribute overtime among shifts to the extent practicable.
- (c) Daily hours worked for each defined group shall be maintained and made available daily, by posting, for inspection by employees in the defined group. Overtime records for each defined group shall be maintained and made available weekly (Thursday), by posting, for inspection by employees. The Union will be provided with a copy of a plant-wide overtime report on a weekly basis on Tuesday of each week.
- (d) The Line Steward and Supervisor will review the defined group's overtime records on a weekly basis.
- (e) Overtime hours made available whether worked or declined, will be recorded as follows:
  - (i) Overtime for which time and one-half is payable shall be recorded at one and one-half times the number of hours made available.
  - (ii) Overtime for which double time is payable shall be recorded at two times the number of hours made available.
- (f) An employee not at work for any reason when overtime is made available shall have the time charged as though worked, excluding instances when an employee has not been asked to work overtime and additional overtime is made available either on or after the shift. Employees who accept overtime and do not report to work will be considered absent.
- (g) A new hire, rehire or reinstated employee, or an employee transferred to another group will assume hours equal to the average hours within their classification, within their shift, within their overtime sharing group. However, an employee moving to another shift within the same overtime sharing group shall carry their current accumulated overtime hours with

them. The only exception to this rule is a new hire (probationary) who is training on a shift outside of what their seniority permits, in accordance with Article 12.18. Once placed on their permanent shift, the employee will be averaged into that shift accordingly.

- (h) An employee will be charged for overtime hours worked or refused in another group.
- (i) Between January 1<sup>st</sup> and February 1<sup>st</sup> of each year, overtime hours charged to employees shall be balanced, that is, the same classification and group shall have their hours reduced so that the same balance of hours between the lowest and highest hourly employee is maintained. At the end of each contract, overtime hours shall revert to zero.
- (j) Should the Union allege that there has not been a fair and equitable distribution of overtime among employees within their defined group, and such allegation is substantiated, the Company shall have forty-five (45) days to remedy the matter by providing make-up opportunities (providing overtime is available). Should the Company fail to do so, the Union may pursue the matter in the grievance procedure.
- (k) When the employees' job duties have been modified to conform with temporary or permanent restriction(s), the employees assigned to such job duties will only be able to work overtime on the job(s) that do not exceed their functional limitations and for which medical documentation, requested by the Company, has been supplied, to the Company, indicating medical clearance to work over and above their regularly scheduled hours.

When the employees resume their normal job without modifications, such employees will assume the average hours of their overtime sharing group in accordance with Article 14.11 (g). Employees performing modified jobs shall not be considered "the employee with the lowest hours" for the purposes of Article 14.11 (i). The employees performing modified duties with fewer overtime hours charged than "the employee with the lowest hours" for the purposes of Article 14.11 (i) shall also have their hours revert to zero. The hours of employees performing modified duties shall not be included in determining the average hours of an overtime sharing group for the purposes of Article 14.11 (g). The Company shall attempt to remedy an inequitable distribution of overtime to employees performing modified jobs by continuing to offer available overtime opportunities to the employees performing modified jobs in accordance with Article 14.11 (k). The time limit and the Union's right to pursue the matter of remedy in the grievance procedure under Article 14.11(j) are not applicable in respect of a claim of inequitable distribution of overtime in respect of employees performing modified work as compared to employees performing jobs without modifications where the inequitable distribution of overtime arises from the

application of Article 14.11 (k).

- (l) In cases where there are both Saturday and Sunday overtime scheduled, and an employee is unable to work one of the days, the employee shall be entitled to work on the remaining day.
- (m) The Company agrees that the Union will be provided weekly with a separate list of any and all employees who work more than sixty(60) hours in any one week, and the amount of hours worked.

## **ARTICLE 15 - SPECIAL ALLOWANCES**

15.01 There shall be two (2) ten minute rest periods during each working day being one (1) in the forenoon and one (1) in the afternoon. An additional ten (10) minute rest period will be granted at the end of a normal work shift when overtime to be worked is two (2) hours. Further breaks of ten (10) minutes will be granted at two (2) hour intervals.

### **Jury Duty / Crown Witness / Citizenship**

15.02 The Company will pay to an employee who is called for Jury Duty or as a Crown Witness and is notified subsequent to employment, the difference between payment received for such Jury Duty or Crown Witness and the payment they would have received for a normal straight shift. The Company will make differential payment only on documentary proof of call to and/or performance of Jury Duty and Crown Witness and the payment received. An employee working on the afternoon or midnight shift will not be required to work any part of their shift if they are called for Jury Duty or as a Crown Witness during the day shift.

On a one-time basis, the Company will pay an employee up to four (4) hours at basic straight time hourly rate of pay for the purpose of obtaining Citizenship papers with provision of documentary proof.

### **Bereavement Compensation:**

15.03 The Company will grant an employee four (4) days leave of absence with pay at basic straight time hourly rates for time lost to make arrangements and/or attend the funeral of wife, husband, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparent-in-law, son-in-law, daughter-in-law and grandchildren.

### **Voluntary Reserve Military Leave:**

15.04 The Company will pay to an employee who volunteers for Military Leave with the Canadian Armed Forces Reserve, the difference between payment received for such Military Leave and the payment they would have received for normal straight time hours they were required to miss from a regular work schedule, up to

a maximum of three (3) weeks in any twelve (12) month period. The Company will make payment on the documentary proof of the payment received for such Voluntary Military leave.

## **ARTICLE 16 - PAID HOLIDAYS**

16.01 The following holidays will be recognized by the Company:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

2016 December 23, 26, 27, 28, 29, 30, and January 2, 2017

2017 December 25, 26, 27, 28, 29, and January 1, 2018

2018 December 24, 25, 26, 27, 28, 31, and January 1, 2019

The Company agrees to provide paid holidays to ensure an unbroken period of time off between Christmas Eve Day and New Year's Day. This unbroken time off will include all of the Company's obligations for statutory holiday pay and time off relating to Christmas Day, Boxing Day and New Year's Day, except as identified in article 16.02 below.

16.02 The Company will pay an employee, if they have worked on the shift immediately preceding and the shift immediately following the holiday, for the number of normal shift hours ordinarily worked on the day the holiday is observed at the employee's basic straight time hourly rate of pay. When Canada Day or the Civic Holiday falls on a Saturday or Sunday the Company will authorize the Friday preceding or the Monday after, as a non-working day, except as described in Appendix F. If New Year's day falls on a Sunday then the proceeding Monday shall be used as the paid holiday.

16.03 In the event that a paid holiday occurs during an employee's vacation period, they shall be paid for the holiday in addition to vacation pay, provided they have worked on the shift immediately preceding and on the shift immediately following vacation. The day for the holiday must be taken immediately prior to or following the vacation period.

16.04 Proven illness or approved leave of absence, of three (3) weeks or less, will be accepted as legitimate reason for absence prior to or after a paid holiday provided that the employee is at work one (1) day within a range of twenty-two (22) working days of the declared holiday.

It is expressly understood that an employee who qualifies for holiday pay shall

not be eligible for Accident and Sickness payment for the day(s) that are paid as holidays.

- 16.05 An employee being terminated or laid off for any reason other than quit or discharge will be paid for a holiday that immediately follows the last day worked. In the operation of this article, a laid off employee will only be eligible for the Holiday pay (1 day only), following their layoff, where the Holiday falls within the calendar month of the layoff.

## **ARTICLE 17 - VACATIONS**

- 17.01 For the purposes of calculating vacations, the fiscal year shall be the first working day following July 1<sup>st</sup> of any year, to June 30th of the following year.
- 17.02 An employee with less than twelve (12) month's service at June 30th, shall receive 4% of total earnings during the preceding twelve (12) months.
- 17.03 Employees who have completed one (1) or more years of continuous employment with the Company on June 30th of any year shall be entitled to two (2) weeks' vacation with pay equal to two normal work weeks at the employee's basic straight time hourly rate of pay, or four percent (4%) of their respective total earnings, whichever is greater.
- 17.04 Employees who have completed five (5) or more years of continuous employment with the Company, on or before December 31st of that year, shall be entitled to three (3) weeks' vacation with pay equal to three normal work weeks at the employee's basic straight time hourly rate of pay.
- 17.05 Employees who have completed ten (10) years of continuous employment with the Company on or before December 31st of that year, shall be entitled to four (4) weeks' vacation with pay equal to four normal work weeks' at the employee's basic straight time hourly rate of pay.
- 17.06 Employees who have completed twenty (20) years of continuous employment with the Company on or before December 31st of that year, shall be entitled to five (5) weeks' vacation with pay equal to five normal work weeks at the employee's basic straight time hourly rate of pay.
- 17.07 The Company understands the need for recognition of all employees and their respective service milestones. The Company will provide a \$200.00 gift certificate on the employee's 30 years of service anniversary date, a \$300.00 gift certificate on the employee's 35 years of service anniversary date and a \$400.00 gift certificate on the employee's 40 years of service anniversary date.
- 17.08 Vacation entitlement must be taken within the current vacation period (as defined in 17.01).

- 17.09 Vacation pay shall be based on the employee's basic straight hourly rate of pay in effect at the time the vacation is taken. In the case of an employee not actively at work but eligible for vacation payment, such payment shall be based on the employee's basic straight time hourly rate in effect on the employee's last day worked.
- 17.10 The Company recognizes the desire of its employees to have a vacation shutdown period as opposed to a staggered vacation schedule. If a vacation shutdown period is scheduled it will be between the first week in July and the last week in August. The Union will be notified of the Company's plans prior to any vacation shutdown notice. Such notice shall be posted by April 1<sup>st</sup>.
- 17.11 The Company will make every effort to complete the scheduling of employee's vacations by April 1<sup>st</sup>.

**ARTICLE 18 - HEALTH & WELFARE PROGRAMS & RETIREMENT PLAN**

- 18.01 The Company will provide a Health and Welfare program which will include:

OHIP for Employees and Dependents - Company Paid.

Group Major Medical Insurance - Company paid for employees and dependents under 21 years of age or under 25 years of age, provided they are a full-time student.

Weekly Indemnity -As per Appendix "B".

Long Term Disability -As per Appendix "B"

Life Insurance -As per Appendix "B".

For an outline of coverage for Major Medical, see Appendix "C". Weekly Indemnity Coverage to include Miscarriage and Tubal Ligation, and Pregnancy related disabilities.

For an outline of The Retirement Plan for Hourly Rated Employees of Autoliv Electronics Canada Inc., see Appendix "D1" & "D2".

The Company will continue the life insurance policy in effect with the carrier for all active employees until their permanent separation date.

**ARTICLE 19 - WAGE RATES AND JOB CLASSIFICATIONS**

- 19.01 The job classifications and hourly wage rates applicable thereto shall be as set forth in Appendix "A" which is attached hereto and forms apart of this Collective Agreement.

19.02 Cost of Living Adjustment based on the Consumer Price Index (Canada) 1961 = 100, as published by Statistics Canada will be made effective for employees in the Bargaining Unit on the dates indicated for the following two measurement periods; and using the formula as described for each period. As of May 24, 1976, based on the change in the Index from May, 1975 to April, 1976, the wage adjustment will be based on one cent for each .45 change in the index but in no event will the adjustment be more than nor less than .20 cents.

The Cost of Living Allowance will be calculated by multiplying the allowance by the number of hours worked and will be included in the calculation for overtime premium, vacation pay, paid holidays, and other paid absences in accordance with the applicable sections of the Agreement.

NOTE: The above Cost of Living clause will remain as part of the current Collective Agreement, with no credits for the duration of this Agreement.

19.03 Should the Company establish a new job classification as the result of new work requirements or substantial changes in the job content of existing classifications the union will be notified in writing. Should the union disagree with the job classification assigned by the Company, a work assignment review may be requested. If the Company and Union representatives on the review committee are unable to reach an agreement within thirty (30) working days, the matter may be submitted to the third step of the Grievance Procedure.

Prior to the grievance being submitted to arbitration, the Human Resources Manager and the Business Representative shall meet in the fourth step and clearly define the nature and scope of the work under dispute. The Board of Arbitration shall have the authority to decide the following:

1. Whether the changes in the duties and responsibilities of the work under protest warrant a change in job classification.
2. If a change in job classification is warranted, the Board of Arbitration will determine whether the work falls within an existing classification.
3. If the work does not fall within an existing classification, the work will be designated within the existing job rate levels.

NOTE: It is understood that the request for work assignment review will constitute the date from which any wage adjustments will be effective.

19.04 Effective January 10<sup>th</sup>, 2004, the starting rate for all newly hired or recalled employees shall be as per appendix "A" Tier II.

19.05 Base wage rates will be as per Appendix "A".

## 19.06 Gain Share

Effective January 10<sup>th</sup> 2004, all active employees will receive between 0% to 3% lump sum, in addition to their base wage, payable on a quarterly basis, providing that plant performance, and quality metrics are met on a monthly basis.

The Gain Share percentage range is based on the plant meeting attainment objectives for two (2) separate areas and overall plant sales returns quality metrics. The Company will establish these metrics and set objectives on a yearly basis.

The 3% objective will be divided into three separate sub-objectives:

- 1) Achieving a sales return quality objective will pay 1%
- 2) Achieving 100% or more of attainment objectives for area one (1) will result in a maximum payment of 1%. Achieving less than 100% but greater than or equal to 93% of attainment objectives will result in a maximum payment of ½%. Achieving less than 93% of attainment objectives will result in no payment for this objective.
- 3) Achieving 100% or more of attainment objectives for area two (2) will result in a maximum payment of 1%. Achieving less than 100% but greater than or equal to 93% of attainment objectives will result in a maximum payment of ½%. Achieving less than 93% of attainment objectives will result in no payment for this objective.



**ARTICLE 20 - DURATION OF AGREEMENT**

20.01 This Collective Agreement becomes effective the 13th day of January, 2016 and shall continue in effect until the 12th day of January 2019, and shall thereafter continue from year to year unless either party gives notice in writing of its intention to terminate this Agreement or to enter into negotiations for the purpose of amending this Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement this 22<sup>nd</sup> day of March, 2016.

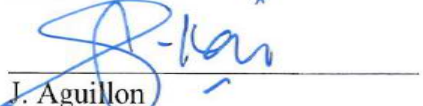
FOR THE COMPANY

  
\_\_\_\_\_  
P. Tucker

  
\_\_\_\_\_  
M. Smyth

  
\_\_\_\_\_  
J. Henderson

  
\_\_\_\_\_  
A. Pinto

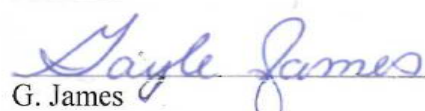
  
\_\_\_\_\_  
J. Aguilon


FOR THE UNION

  
\_\_\_\_\_  
J. Snider

  
\_\_\_\_\_  
M. Char

  
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S. Sihota

  
\_\_\_\_\_  
G. James

  
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M. Iannetta

## APPENDIX “A” JOB CLASSIFICATIONS APPLIED TO JOB LEVELS

<u>JOB LEVEL</u>	<u>JOB CLASSIFICATIONS</u>
2.1	ASSEMBLER/INSPECTOR
5.1	JANITOR/MATRON
12.5	UTILITY
14.2	MACHINE OPERATOR II
14.3	REPAIRER
14.4	STOCKKEEPER/RECEIVER/NPS/TRAIN DRIVERS
14.5	PRODUCT AREA STATISTICIAN
14.6	SHIPPER
15.1	MECHANICAL MAINTENANCE
16.3	INSPECTOR GRADE I
17.1	TROUBLESHOOTER
19.3	QUALITY TECHNICIAN
19.4	PRODUCT TECHNICIAN
20.0	APPRENTICE
20.1	TOOL MAKER/MACHINIST
20.2	ELECTRICIAN
20.3	TEST EQUIPMENT TECHNICIAN
20.4	COMPUTER SYSTEMS TECHNOLOGIST
20.5	LIFT TRUCK MECHANIC
20.7	INDUSTRIAL MECHANIC
21.0	ELECTRO/MECHANICAL TECHNICIAN

GROUP LEADERS: 35 cents per hour above employee's current level of pay,

UNION OFFICERS: The President will be paid at not less than the 20 Job Level Rate or at the highest job rate he/she is qualified to perform, for as long as he/she holds the position. The Health & Safety Representative will be paid at not less than the 19 Job Level Rate or at the highest job rate he/she is qualified to perform, for as long as he/she holds the position. In the event the Union’s Benefit Representative is returned to Full Time status as per article 7.08 said Benefit Representative will be paid at not less than the 19 Job Level Rate or at the highest job rate he/she is qualified to perform, for as long as he/she holds the position.

**APPENDIX “A”  
(CONTINUED)**

**Maximum Job Level Rate Schedule**

<b>GRADE LEVEL</b>	<b>RATE AS OF JAN 13 2016</b>	<b>RATE AS OF JAN 13 2017</b>	<b>RATE AS OF JAN 13 2018</b>
<b>TIER 1</b>			
2	\$23.20	\$23.66	\$24.14
5	\$23.97	\$24.45	\$24.94
12	\$26.41	\$26.94	\$27.48
14	\$27.56	\$28.11	\$28.68
15	\$27.94	\$28.50	\$29.07
16	\$28.68	\$29.25	\$29.84
17	\$29.88	\$30.48	\$31.09
19	\$30.77	\$31.39	\$32.01
20	\$34.31	\$35.00	\$35.70
21	\$35.88	\$36.60	\$37.33
<b>TIER 2</b>			
2	\$16.04	\$16.56	\$17.10
5	\$17.28	\$17.84	\$18.42
12	\$19.48	\$20.11	\$20.77
14	\$20.68	\$21.35	\$22.05
15	\$21.07	\$21.75	\$22.46
16	\$21.84	\$22.55	\$23.28
17	\$23.11	\$23.86	\$24.64
19	\$24.02	\$24.80	\$25.61
20	\$27.74	\$28.64	\$29.57
21	\$29.32	\$30.27	\$31.26

Note: See Appendix “G” for the Apprentices Rates.

**APPENDIX “A” (CONTINUED)**

Gain Share:

Gain Share will be payable on a quarterly basis on an employee’s base wage, providing that plant wide quality and delivery metrics as per article 19.06 are met on a monthly basis. Calculation of payment will be based on hours worked up to 37.5 hours per week. Overtime will not be used in the calculation of Gain Share payment.

## APPENDIX “B” LIFE INSURANCE

### LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Company paid life insurance of \$60,000 for regular full-time employees.

The Company will continue the life insurance policy in effect with the carrier for all active employees until their permanent separation date.

Retirees will continue to have their life insurance plan paid by the Company.

Company paid accidental death and dismemberment insurance of \$50,000 for regular full-time employees.

The Company will establish an employee paid optional life insurance plan up to a maximum of \$100,000 (Details below.)

Weekly Accident and Sickness Duration:

- Payment for first (1st) day accident or hospitalization, or medically necessary day surgery (excludes elective surgery).
- Payment from fourth (4th) day Sickness (twenty-fifth (25th) regularly scheduled paid hour for AWS employees) on the condition that the employee has seen their treating physician by the fifth day of sickness (twenty-fifth (25th) regularly scheduled paid hour for AWS employees), and that physician has completed the required application forms for A & S benefits per the Maritime Life Group policy in effect.
- Thirty-nine (39) weeks duration for each separate disability. Employees working on the ‘alternate shift’ described in Appendix F shall have Autoliv’s current insurance provider eligibility calculated in accordance with Appendix F, section 3 (Hours Paid). All employees, including those over the age of sixty-five (65) are eligible for Weekly Indemnity coverage.

Amount of Payments:

For the duration of this agreement, the Company will maintain the level of payments equal to 60% of weekly earnings (base rate multiplied by their regularly scheduled hours per week).

Long Term Disability Plan:

Eligibility-Begins after the expiration of Accident and Sickness Benefits and during a continuous period of disability when an employee is totally disabled and therefore, unable to be gainfully employed by reason of the disability.

Benefit The benefit is equivalent to 60% of base wage on last day worked when integrated with Canada Pension Benefits and WSIB benefits.

Maximum benefit cannot exceed 60% of base wage, including benefits from other Company-sponsored plans, Canada Pension Plan and WSIB.

Notes: Long Term Disability Benefits to an eligible applicant shall be for the period commencing on the exhaustion of A & S and not beyond the earlier of:

- Equal to length of Company seniority on the last day worked (less the duration of A & S benefits).
- Eligibility to Company Retirement Plan benefits.

#### EMPLOYEE OPTIONAL GROUP LIFE INSURANCE

- Optional Life premiums are payroll deductible.
- Employees can choose coverage in units of \$10,000 up to a maximum of \$100,000.
- Employees may select coverage for their spouse and children at \$10,000 for spouse and \$5,000 for each child.
- Employees are eligible to apply for coverage to be effective at the time coverage for Company paid life insurance begins
- Employees must complete application and insurance company may deny coverage.
- Coverage terminates at age 65 or at retirement or other termination of employment, whichever is earlier.
- Conversion to an individual policy may be made upon termination earlier than age 65.
- Changes to the Employee Optional Group Life Insurance Plan referenced above shall become effective July 1, 1995.

**APPENDIX “C” HEALTH & WELFARE**

Eligibility - 1st day of the month following completion of the 90 day probationary period. Major medical benefits including vision care, prescription drugs, dental benefits shall continue for current retirees, their spouse, and dependents until the Company retiree reaches age 65. Employees retiring with 30 years of service or more and age 60 or more will also have these benefits provided for themselves, their spouse, and dependents, until the employee reaches age 65. The Company will request the Insurance Carrier to periodically inform retirees of reasonable and customary charges.

The lifetime maximum for eligible members is capped at \$750,000.

<b>Benefit</b>	<b>Inclusions/Provisions</b>	<b>Coverage</b>
<b>Major Medical</b>	<b>The following benefits will be Company paid for employees and dependents:</b> Fees of a Registered Graduate Nurse Professional Ambulance service Semi-Private Hospital Room PSA Test	
	Private Duty Nursing	\$15,000 every three (3) years
	All other medical expenses incurred as a result of accident or sickness and ordered by a legally qualified physician which is not covered under O.H.I.P, excluding experimental drugs not approved by Health Canada and out of province medical procedures.	
<b>Drugs</b>	Employees and dependants will be provided with a direct pay drug card. Coverage includes Prescribed Drugs and medical supplies, except for preventative medicines, and drugs and medical supplies available ‘over the counter’ without a prescription.	\$4.00 Co-pay
	Only Generic Substitutes for prescribed drugs will be covered, provided they are available at the pharmacy of the employee’s choice, unless otherwise specified by the prescribing physician.	
	Includes prescribed Birth Control	

<b>Dental</b>	The Company will provide a dental plan equivalent to the Ontario Blue Cross Plan No.7 plus Riders No.1, 2 and 4 (1980) for employees and dependents under 21 years of age or under 25 years of age, provided they are a full-time student	\$1,800 annually
	Coverage for oral exams, including the scaling and cleaning of teeth, will be limited to once every 6 months. The Company will provide pit and fissure sealant up to the age of sixteen (16).	
	ODA Schedule of Fees; Year 1: 2016 Year 2: 2017 Year 3: 2018	
<b>Orthodontic Care</b>	<b>Coverage for eligible members includes:</b> <ul style="list-style-type: none"> <li>• Orthodontic treatment started before the patients 21st birthday.</li> <li>• A treatment plan past the patient's 21st birthday if the continuing treatment is started before age 21 and the patient continues to be eligible for the Dental Plan.</li> <li>• Treatment of otherwise healthy teeth required because of accidental injury or other medical reasons (as opposed to cosmetic reasons), as prescribed by a physician or dentist will be covered regardless of the eligible patient's age.</li> </ul>	\$1,800 lifetime maximum
<b>Vision Care</b>	Eye Exams	\$75 every 24 months
	Prescription eye-glasses or contact lenses and the fittings of such eye-ware for the purpose of correcting vision.	\$250 every 2 calendar years
<b>Orthotics</b>	Coverage is for employees only. Please refer to the Plan Policy for submission guidelines.	\$400 every 24 months
<b>Orthopedic Shoes</b>	Coverage for Orthopedic shoes which have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment and be part of an integral leg brace.	\$175 per year
<b>Chiropractic</b>		\$500 per year
<b>Paramedical Flex Care</b>	Osteopath, Podiatrist, Massage Therapy, Naturopath, Physiotherapy, Acupuncture & Laser Eye Surgery.	\$500 per year
<b>Support Hose</b>	2 pairs per year	\$200 per year



**APPENDIX “D1” PENSION FOR EMPLOYEES HIRED PRIOR TO JANUARY 13, 2013**

The Company established the Retirement Plan for Hourly-Rated Employees of Autoliv Electronics Canada Inc. effective July 1, 2002 (the “Plan”). The Plan is registered with the Financial Services Commission of Ontario and the Canada Revenue Agency. Employees hired by the Company prior to January 13, 2013 are eligible to participate in the Plan.

Solely for purposes of illustration, some provisions of the Plan are currently as follows:

Monthly Basic Benefit – Subject to the Income Tax Act limitations, an employee’s basic unreduced monthly pension at the age of 65 shall be the product of:

- (a) the employee’s years of “Credited Service” as defined in the Plan (to a maximum of 30 years); and
- (b) the applicable pension credit specified below:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Group Aa/	\$51.00	\$52.00	\$53.00
Group Bb/	\$52.00	\$53.00	\$54.00
Group Cc/	\$53.50	\$54.50	\$55.50
Group Dd/	\$58.00	\$59.00	\$60.00
Group Ee/	\$36.00	\$36.00	\$36.00
Group Ff/	\$37.00	\$37.00	\$37.00
Group Gg/	\$38.50	\$38.50	\$38.50
Group Hh/	\$43.00	\$43.00	\$43.00

Normal Form of Pension – a joint and 60% survivor pension for members with a spouse and a 5 year guaranteed pension for single members.

Bridge Benefit – Subject to Income Tax Act limitations, an employee who elects to retire on or after his sixtieth (60) birthday but prior to his or her sixty-fifth (65) birthday who has at least 30 years of service with the Company and/or Visteon at the time of retirement shall be entitled to a monthly bridge benefit equal to the product of:

- (a) \$15.00; and
- (b) the employee’s Credited Service (as defined in the Plan), to maximum of 30 years, less the employee’s “credited service” (as defined in the Visteon Plan) earned under the Visteon Plan.

Such bridge benefits will be paid until the retiree reaches his sixty-fifth (65) birthday or until death, whichever occurs first.

Monthly Benefit Minimum – Subject to Income Tax Act limitations, an employee who elects to retire on or after their (60) sixtieth birthday who has at least thirty (30) years of service with the Company and/or Visteon, shall be entitled to a minimum monthly pension equal to the product of:

- (a) \$33.34; and
- (b) the employee's Credited Service (as defined in the plan), to a maximum of 30 years, less the employee's "credited service" (as defined in the Visteon Plan) earned under the Visteon Plan.

NOTES:

- a/ Group a includes employees at Job Level 2 through 5 hired by the Company before January 9, 2004.
- b/ Group b includes employees at Job Levels 7 through 12 hired by the Company before January 9, 2004.
- c/ Group c includes employees at Job Levels 14 through 19 hired by the Company before January 9, 2004.
- d/ Group d includes employees at Job Level 20 and 21, hired by the Company before January 9, 2004.
- e/ Group e includes employees at Job Level 2 through 5 hired or recalled by the Company after January 9, 2004.
- f/ Group f includes employees at Job Levels 7 through 12 hired or recalled by the Company after January 9, 2004.
- g/ Group g includes employees at Job Levels 14 through 19 hired or recalled by the Company after January 9, 2004.
- h/ Group h includes employees at Job Level 20 and 21, hired or recalled by the Company after January 9, 2004.

It is expressly understood that the Company will not amend the Plan to change the level of benefits provided under the Plan without first receiving consent from the union.

## **APPENDIX “D2” PENSION FOR EMPLOYEES HIRED ON OR AFTER JANUARY 13, 2013**

The Company may establish a new defined contribution pension plan, or designate an existing defined contribution plan, for employees hired on or after January 13, 2013 (the “DC Plan”). The DC Plan will be a defined contribution plan which provides for: (i) optional member contributions; (ii) Company (minimum and matching) contributions; and (iii) investment of member accounts by the DC Plan members in options established by the Company, as further summarized below. The DC Plan will be registered with the Financial Services Commission of Ontario and the Canada Revenue Agency.

Solely for purposes of illustration, certain features of the DC Plan are discussed below. To the extent of any inconsistency between this Appendix “D2” and the terms of the DC Plan, the terms of the DC Plan shall prevail.

**Member Contributions** – Subject to any limitations under the Federal Income Tax Act (the “ITA”), an employee may, but is not required to, make contributions to the DC Plan by way of payroll deduction in whole percentage amounts of his or her annual earnings.

**Employer Contributions** – Subject to any limitations under the ITA, the Company shall make contributions to the DC Plan in respect of each member by making a contribution in an amount equal to the sum of (a) and (b):

- (a) the applicable percentage of the member’s annual earnings specified below:

Group A:	2%
Group B:	2.25%
Group C:	2.5%
Group D:	2.75%
Group E:	3%
Group F:	3.25%

- (b) 50% of the amount of the member contribution, up to a maximum of 2% of the member’s annual earnings.

**Member Accounts** – the DC Plan will provide for a separate account for each member of the DC Plan (the “Member Account”). The following shall be credited to the Member Account:

- (a) Member contributions;
- (b) Employer contributions;
- (c) Amounts transferred to the DC Plan from another registered plan; and
- (d) Investment income of the DC Plan fund attributable to amounts in the Member Account, including interest, gains and losses.

Investment of Member Accounts – the Company will, from time to time, select investment options from those which are made available by the plan provider (e.g., an insurance company). Each member shall decide how to invest their Member Account within the range of investment options which are selected by the Company. A member may change his instructions regarding his or her investment options at such times as determined by the Company. The Company has the sole discretion in respect of the selection, removal and appointment of the plan provider and any investment options.

Retirement Benefit – Subject to the ITA limitations, a member's monthly pension at the age of 65 shall be the amount of monthly pension that may be purchased from a life insurance company licensed to transact business in Canada using the balance in the individual's Member Account at retirement.

Normal Form of Pension – the normal form of pension required by applicable legislation for members with a spouse (currently a joint and 60% survivor pension), and for single members, an annuity payable in monthly installments for the member's lifetime, guaranteed in any event for 120 months.

NOTES:

- A/ Group A includes members with less than 5 years of Continuous (as defined in the DC Plan) service with the Company or if the member's age plus Continuous service with the Company is less than 40;
- B/ Group B includes members whose age plus Continuous service with the Company equals 40 to 44;
- C/ Group C includes members whose age plus Continuous service with the company equals 45 to 49;
- D/ Group D includes members whose age plus Continuous service with the company equals 50 to 54;
- E/ Group E includes members whose age plus Continuous service with the company equals 55 to 59; and
- F/ Group F includes members whose age plus Continuous service with the company equals 60 or more.

## **APPENDIX "E" JOINT STEERING COMMITTEE**

In order to enhance Markham's competitive position within the worldwide electronics industry, the parties agree to establish a Joint Steering Committee (JSC) for the purpose of developing a framework for the full participation of the workforce. The JSC represents an equal partnership between the parties in the continued development and implementation of employee participative processes (i.e. workgroups, job redesigns, etc.). The JSC will also develop and recommend policies to management which support employee participation and the development of employee roles and responsibilities. The JSC will be committed to:

- Empowering employees to become autonomous in the performance of their work by establishing roles and responsibilities within clearly defined boundaries.
- Creating an environment where continuous improvement is the norm rather than the exception.
- Providing increased job satisfaction to all employees.
- Developing programs and training to enhance employee skills in problem solving techniques and knowledge of product objectives.
- Creating a fast learning environment to fully develop and utilize the talents and skills of all employees. The Certification Advisory Committee (CAC) resources will be utilized along with all other appropriate training resources to create and support this environment.
- Develop and recommend policies which emphasize the integrity and the dignity of the individual as well as the group.
- Jointly explore, pursue and develop innovative methods which preserve and create new jobs for Markham.

By achieving the above objectives through the participative processes, the Plant will increase its competitive position in quality, cost and time resulting in enhanced job security for all employees.

The Local Union President will designate a Co-Chairperson for the JSC.

**APPENDIX "F" ALTERNATE WORK SCHEDULES**

This Alternate Work Schedule pertains only to those classifications included within Maintenance.

Commencing January 12, 2010, the initial staffing of the alternate work schedule will be on a voluntary basis. The agreement as to the implementation of an Alternate Work Schedule at the Markham Electronics Plant is as follows:

1. A maintenance schedule consisting of two crews (A&B) each normally working one eight (8) hour shift (on Monday or Friday) plus two twelve and one half (12½ ) hour shifts (one each on Saturday and Sunday) each week.
2.
  - a) The eight (8) hour shift (on Monday or Friday) will be assigned pursuant with 14.01 with the provision that the shift ending time provides a minimum of eight (8) hours prior to the beginning of a Saturday shift and a minimum of eight (8) hours after the end of a Sunday shift.
  - b) The Saturday and Sunday shifts shall be twelve and one half (12 ½) hours and shall provide one unpaid thirty (30) minute lunch period. There shall be one additional paid thirty (30) minute eating period and two paid ten (10) minute rest periods.
  - c) The Christmas holiday period will be scheduled so as to provide unbroken time off from Christmas Eve Day to New Year's Day, inclusive, except as noted in Article 16.02.
  - d) Employees on this schedule will be compensated up to thirty-seven and one half (37 ½ ) hours pay for time absent due to bereavement.
  - e) Employees on this schedule shall be compensated at eight (8) hours straight time pay for Saturday and Sunday per section 14.08.
3. The alternate work schedule shift and pay structure is detailed below:

Hours worked =  $7 \frac{1}{2}$  hours Friday or Monday + 12 hours Saturday + 12 hours Sunday =  $31 \frac{1}{2}$  hours

Shift	Friday	Saturday	Sunday	Monday
A	Day or Afternoon	Sat 11:00am-11:30pm	Sun 11:00 am-11:30pm	Afternoon
B	Midnight	Fri 11:00 pm- Sat 11:30 am	Sat 11:00 pm- Sun 11:30 am	Midnight or Day

Hours Paid =  $37 \frac{1}{2}$  hours

Friday/Monday	Saturday	Sunday
7 ½ hrs@straight time=7 ½ hrs Total=7 ½ hrs	8 hrs@straight time= 8 hrs 4 hrs@time and a half = 6hrs Total=14 hrs	8 hrs@straight time = 8hrs 4 hrs@double time= 8hrs Total=16 hrs

An employee who is required to work on the day immediately prior to the first day of their regularly scheduled day of work, shall be paid double time for all hours worked on that day (i.e. an employee on the Saturday, Sunday, Monday schedule that is asked and accepts work on a Friday, will be paid double time for that Friday work). An employee who is required to work any other day which is not part of their regular weekly schedule of hours shall be paid for the first five (5) hours worked on such a day at the rate of time-and-one-half (1 1/2). Work in excess of five (5) hours shall be paid for at the rate of double-time.

4. In the event the alternate work schedule described in paragraph 1, 2 & 3 would affect and require changes in the administration of other wage or benefit payment practices, the parties agree that such changes shall maintain the original intent of those practices to the extent practical, but shall not increase their cost to the Company in comparison to their application to work schedules traditionally recognized by the agreement.

Finally, it is understood that this Appendix does not limit in any way management's rights to schedule and determine the working hours of employees pursuant to the Collective Bargaining Agreement. In that regard, however, if it becomes necessary for the Company to discontinue the alternate work schedule described herein, the regular work schedules traditionally recognized by the Agreement would be re-instituted. Such discontinuance would not preclude re-implementation of the provisions set forth in this agreement.

## APPENDIX “G” APPRENTICESHIP AGREEMENT

### Apprenticeship Agreement

Postings for apprenticeships will only be initiated in a particular classification when there is no one on a recall list to that particular classification.

This Apprenticeship Agreement has been developed through the cooperative efforts and mutual agreement of representatives of Autoliv Electronics Canada, Inc., and Local Lodge 2113 of the International Association of Machinists and Aerospace Workers, All terms and conditions of this agreement are consistent with the current Collective Agreement between the parties,

#### 1. Objectives

- (a) The objectives of this apprenticeship agreement are to provide a means for developing skilled trades personnel. Apprentices will be instructed in related subjects so as to acquire the knowledge and skills necessary to perform the duties of the trade.
- (b) The Company sponsored practical training assignments, wherever possible will be modeled on the guidelines established by the Ministry of Skills Development (MOSD). Training in safety and good housekeeping practices will accompany each type of work performed. The apprenticeship will be 8000 hours or approximately four years in length, including related and classroom training. The number of hours of practical training and related instruction may vary between the different trades.

#### 2. Local Apprenticeship Committee

A Joint Apprenticeship Committee (JAC) composed of three (3) Management members and three (3) Union members shall be established. The Committee will be responsible to oversee the administration and functioning of the Apprenticeship Agreement. The committee shall consider and make recommendations as specified below:

- (a) To formulate and implement plans which create and maintain interest in the Apprenticeship Program
- (b) To cooperate with the apprentice, the school authorities, the Company and the Union in the successful operation of standards set by the MOSD.
- (c) To council apprentices who are experiencing difficulty in school or work related matters, and to hear and resolve any issues arising from the administration of the Apprenticeship Program



- (d) To arrange courses of study, obtain and furnish reports, maintain records, coordination of training and communications with the Ministry of Skills Development.
- (e) To certify with the appropriate Registration Agency, the names of apprentices who have satisfactorily completed their apprenticeship, requesting the issuance of a Certificate of Apprenticeship to the Ministry of Skills Development.
- (f) To accept or reject applicants for apprenticeship utilizing the criteria established by the job posting procedure of the Company.
- (g) Through monthly meetings the JAC will be responsible for the successful operation of the Apprenticeship Program and the successful completion of the apprenticeship by the apprentices under the standards hereafter.
- (h) Where the JAC is unable to reach a simple majority vote in administering these standards, the concern will be brought before the Human Resources Department and IAM Shop Committee for resolution.

### 3. Company Responsibilities

The Company shall have sole authority to:

- (a) determine the number of apprentices by trade, if any, to be admitted into the program;
- (b) assign work;
- (c) administer discipline.

The Company's authority in these areas shall be subject to the Collective Agreement (CA) between the parties, unless otherwise modified by this Apprenticeship Agreement.

### 4. Qualifications of an Apprentice

In order to become apprenticed under this agreement, persons must have the following qualifications:

- (a) The minimum requirements, as per the MOSD, for internal applicants. External candidates must be a graduate of a grade twelve (12) Secondary School or Technical High School or its equivalent.
- (b) An interest and aptitude towards learning the trade as demonstrated on a relevant aptitude test as administered by the JAC.
- (c) Meet the Company's pre-employment medical standards.
- (d) Legal ability to work in Canada.

## 5. Application for Apprenticeship

All applications for apprenticeship, both internal and external, shall be made on a form supplied by the Company and approved by MOSD, in addition to the Company's employment application. A copy of the application of apprenticeship will be forwarded to MOSD. Applications will be made available through the job posting procedure in the Collective Agreement. The initial opportunity will be given to non-licensed employees, than to licensed journeypersons then finally to external candidates.

## 6. Placement on Apprenticeship Program

- (a) Applicants who have successfully completed the selection process, as determined and administered by the JAC, will be placed into the program as openings occur.
- (b) For employees entering a trade the seniority date to be applied will be the date the employee enters their apprenticeship.
- (c) Those applicants who are not placed in the program or who were unsuccessful in passing the selection process may reapply and be retested as job openings occur.

## 7. Terms of Apprenticeship

- (a) The complete term of apprenticeship shall be 8000 hours, which shall include the probationary period.
- (b) The first sixty (60) days of work shall be regarded as probationary, for the purposes of:
  - (i) The apprentice's Team Coordinator and the JAC confirming the suitability of the apprentice for the chosen trade
  - (ii) The apprentice confirming their interest in continuing with the program.
- (c) Credit may be granted, in justifiable instances and at the discretion of the JAC with assessment and advice through MOSD, to applicants with previous training or experience. Such training or experience must be either as an apprentice with another Company, a pre-apprentice course or directly related training. In the latter instance, the training must be directly related to the schedule of practical assignments in the apprenticeship program.
- (d) The progress of the apprentice shall be subject to review by the JAC. Should such review reveal unsatisfactory progress, either in practical or related classroom instruction on the part of the apprentice, with recommendation of the JAC, the Company may cancel the apprenticeship agreement with the employee for just and reasonable cause.

- (e) The JAC may extend the term of apprenticeship, with written advice to MOSD, where the apprentice fails to make satisfactory progress in practical work or related classroom instruction.

## 8. Practical Training

- (a) Each apprentice shall receive training in all phases of the trade as outlined in the schedule of practical training assignments by the MOSD. A portion of scheduled training will consist of assignments specific to Autoliv Electronics Canada, Inc..
- (b) The responsibility for the practical portion of apprenticeship training shall be shared mutually as follows:
  - (i) The apprentice's Supervisor will assign work, provide direction and gauge the progress and conduct of the apprentice.
  - (ii) The Journeyperson with whom the apprentice is associated, will afford the apprentice the opportunity to learn from their knowledge, experience and judgment.
  - (iii) The apprentice will keep a record of the type of work performed, in relation to the training, which shall be verified by the Supervisor.
- (c) Apprentice progress reports will be completed by the Supervisor and acknowledged by the Apprentice according to the following schedule:

Probationary Period (60) days): weekly

After Probationary Period: monthly

All reports will be forwarded to the JAC for review.

## 9. Academic Training

- (a) The apprentice must attend all specified classroom training as required to meet the qualifications for the trade. Apprentices will attend classroom training under a shift release or evening schedule. Where practicable, reasonable efforts will be made to schedule classroom training on a day release basis. The schedule for classroom training will form part of the overall apprentice training schedule.
- (b) The Company will pay apprentices at a straight time rate for attending required classroom training as designated by the JAC.
- (c) The Company will pay on behalf of apprentices covered by this Apprenticeship Agreement, registration fees, tuition, books and lab fees as required for classroom training.

10. Apprentice Agreement

- (a) Each apprentice shall enter into a written agreement with the Company, to serve the terms and conditions of apprenticeship.
- (b) This agreement shall be signed by the apprentice in the presence of a Company and a Union representatives of the JAC.
- (c) The apprentice agreement shall be registered, as appropriate, with the Ontario Ministry of Skills Development.

11. Wage Scale for Apprentices

- (a) The agreed wage scale for apprentices shall be based on the rate in effect and specified for the classification in the Collective Agreement between Autoliv Electronics Canada, Inc., and Local Lodge 2113, International Association of Machinists and Aerospace Workers. The formula listed below will determine the rates. An apprentice training program shall consist of five periods of related training and work experience training. The JAC will grant wage increases based on hours completed. Extenuating circumstances will be examined by the JAC if apprentices do not fulfill the required amount of hours for wage increases.

SHOP HOURS COMPLETED	CLASSROOM HOURS COMPLETED	PERCENTAGE OF WAGE
0 – 1856	144	75%
2001 – 3694	288	80%
4001 – 5532	432	85%
6001 – 6460	532	90%
7001 – 7424	576	95%

- (b) An apprentice who applies and is accepted from within the Company will not be paid a rate which is less than their previous rate. In such instances the apprentice will continue to receive the rate at which they commenced the apprenticeship, until such time as the rate outlined in the apprenticeship rate agreement is higher.

12. Hours of Work and Working Condition

- (a) The hours of work, overtime rules, conditions, rules, regulations and penalties governing working conditions shall be as stated in the Collective Agreement between Autoliv Electronics Canada, Inc., and Local Lodge 2113, International Association of Machinists and Aerospace Workers. The

apprentice shall receive credit towards the term of the apprenticeship, only for actual time performing practical apprentice related work or attending related classroom instruction. Any time paid at a premium rate will be credited towards the term of the apprenticeship at the straight time rate.

- (b) The apprentice may be assigned to any shift to facilitate the training program. However, when assignment to shifts other than shift #2 becomes necessary, such assignments will be rotated.

### 13. Continuity of Employment

- (a) The Company intends and expects to give the apprentice steady employment but reserves the right to layoff whenever business conditions make this course necessary. Layoffs will be in accordance with Article 12 of the Collective Agreement, maintaining the stipulated ratio of journeypersons to apprentices, where apprentices in each trade with the least amount of service in the program will be laid off first and rehires will be made in reverse order.
- (b) The number of apprentices which the Company may employ at anyone time will not exceed a ratio of one (1) apprentice to every ten (10) journeypersons. This ratio shall permit the Company to retain (or indenture where none are enrolled) one (1) apprentice where two (2) or more but less than ten (10) journeypersons are employed and/or two (2) apprentices where fifteen (15) journeypersons but less than twenty (20) journeypersons are employed. In classifications where there are twenty (20) or more journeypersons, the ratio will be applied in increments of one (1) apprentice for every ten (10) journeypersons.
- (c) For employees entering a trade after completing a program governed by this agreement, in applying sections 12.05, 12.09, 12.10 and 12.17 of the Collective Agreement, the seniority date to be applied will be the date the employee enters their apprenticeship. Plant wide seniority will be retained and applied for the purposes of vacation and any other benefits and should the employee revert to previous classification in which their seniority is greater.
- (d) In the event there is no need for an additional employee in the classification, the apprentice who has successfully completed the apprenticeship and has become a licensed journeypersons, will first exercise their date of entry seniority within the trade and then exercise their plant wide seniority towards a lower classification in which they are qualified. The apprenticed journeypersons will retain recall rights to the apprenticed classification and will exercise their date of entry seniority as openings become available.

### 14. Tools

The Company will initially provide necessary tools as required during the apprenticeship and will provide for the secure storing of tools. The apprentice will have responsibility

for the safekeeping of tools. The Company and the Union agree to mutually identify a tool list for the purpose of this Article.

15. Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will recommend to the MOSD that certificate signifying completion of the apprenticeship be issued to the apprentice.

16. Amendments to Apprenticeship Agreement

The provisions of this apprenticeship agreement may be modified by recommendation of the Joint Apprenticeship Committee, subject to approval by the Company, Union and MOSD.

17. Initial Job Posting to the Markham Apprenticeship Program

Applicants selected from the initial posting to the Markham Apprenticeship Program with a seniority date greater than February 28, 1993 will have date of entry seniority to the 20.7 classification of March 1, 1993. Future postings will be in accordance with the Company's job posting procedure.

## **APPENDIX “H” OVERTIME GROUPS**

(FOR THE PURPOSES OF OVERTIME EQUALIZATION ONLY)

### Production Overtime Sharing Groups

1. AMG 1 ECU's (PC0, PC1, PC2, RC6, Service, RCM7)
2. AMG 2 ECU's (PC3, PC5, SDM, RCN7, HKMC)
3. AMG RSU'S (PC4, All Satellite cells)
4. AMG Radar (PC6, PC7, PC8, PC9, All Radar cells)
5. Shipper/Receiver/Stockkeeper/NPS, Train Driver
6. MQS
7. Computer Systems
8. Mechanical / Facility Maintenance
9. Machine Operators (14.2)
10. Repair (14.3)
11. AMG 1 & AMG 2 (16.3)
12. AMG RSU'S & AMG Radar (16.3)

### Production Support Maintenance Overtime Groups

1. Satellites
2. ECU's
3. AWS

Within each of these defined groups, overtime opportunities would be equalized by classification in accordance with Article 14.11 of the Collective Bargaining Agreement. The parties recognize that operational requirements may necessitate revisions to the overtime groups during the term of this Agreement. Changes will be mutually agreed upon.

## **APPENDIX “I” TOOLS**

New hires in the skilled trades are required to supply a basic “Defined” Tool Kit.

The Company will reimburse all skilled trades (grade 20.1, 20.2, 20.3, 20.4, 20.5, 20.7, and 21.0) up to \$450.00 per year for job related tools upon receipt of proof of purchase.

This is intended to facilitate skilled trades replacing worn or broken tools. Heavy/Power and Specialized Tools will be made available to skilled trades as required for a particular task. These tools will remain company property.



**LETTER # 1 - RE: Outside Contracting**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

This will confirm our discussions during recent contract negotiations concerning the policy of the Company on outside contracting.

In the conduct of the business the Company will at times and for various reasons, have the need for outside contractors to perform work on or off Company premises normally performed by skilled trades bargaining unit employees.

Before any such work is contracted out, the Company will discuss its intentions with the Union.

The Union will be afforded the opportunity to comment on the Company's plans and the Company will give appropriate weight to Union comments prior to making a final decision.

In no event shall a seniority skilled trades employee who customarily performs the work involved on a particular contract be laid off as a direct and immediate result of the Company letting a particular contract which involves the performance of work by an outside contractor on or off Company premises.

This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations or service contracts by vendors, nor limit work which a vendor must perform to prove out equipment

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: November 26, 1986

MODIFIED: January 9, 2001

## **LETTER # 2 - RE: Group Leaders**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During current negotiations the parties discussed the duties of employees assigned as Group Leaders. The Union was informed that such duties include assisting Supervisors in the training and instruction of employees on job requirements, reporting to the Supervisor production problems needing attention, relieving employees, replacing absentees, and otherwise filling in wherever needed.

The duties of group leaders, or any bargaining unit employees, do not include authorization to “discipline” or “reprimand” other hourly employees, to solicit overtime on a regular basis, or to perform work normally performed by the Supervisor that requires access to confidential information such as distributing paycheques, processing vacation requests or processing upgrades. In the event an employee or the Union has reason to believe a Group Leader is acting contrary in this regard, it should be brought to the attention of the employee's Supervisor and Area Manager.

### **CONTRACTUAL INTENT RE APPOINTMENT OF GROUP LEADERS**

The Company retains the right to appoint Group Leaders, as required, to maintain efficient operations.

The Company agrees that it will develop and maintain a listing of personnel that it considers to be capable of filling potential Group Leader vacancies within one (1) month of the signing of this collective agreement. The Company further agrees that any employee requested to temporarily perform the duties of a Group Leader in excess of four (4) hours, in any one (1) week, shall be entitled to the Group Leader premium as outlined in Appendix “A”.

The listing will be developed by Job Grade and Cost Centre, and vacancies will be filled on the basis of the listing, with seniority being one of the considerations and recognizing the rights of the Company, as stated in paragraph 1.

The Company agrees to notify the Union prior to discussing same with employee.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources  
ORIGINALLY ISSUED: February 12, 1977  
MODIFIED: January 12, 2007

**LETTER # 3 - RE: Administration of Discipline**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the current negotiations, the Union sought a statement concerning the practice, followed by the Company in the administration of discipline in accordance with Section 11.01 of the Collective Agreement.

In particular the Union requested assurances that the employee's appropriate representative would be afforded an opportunity to review the circumstances upon which suspension or discharge is based prior to disciplinary action being finalized.

The Union was advised that the Company's current practice in such cases is to conduct an interview with the employee in the presence of a union representative. Such interview is conducted by a representative of the Human Resources department and with the Local President or his designate in attendance. It is understood, however, there may be occasions when it is necessary to remove an employee from the plant immediately in order to avoid disruptions and to maintain order pending further investigation. In such cases the Union is promptly notified.

The Company will co-operate with the Union in ensuring that all relevant circumstances, concerning such cases are considered prior to imposing suspension or discharge.

This letter is not intended to limit in any manner management's rights concerning that administration of discipline.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 8, 1979

**LETTER # 4 - RE: Union's Benefit Representative**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations the parties had extensive discussions regarding in-depth analysis of each benefit contract and the overall performance of the carriers. As a result of the discussions it was mutually concluded and agreed that:

- 1) An IAM Benefits Representative would be selected by the Union.
- 2) Meetings, will be conducted with the Company plan administrator to review each Master Plan contract and ensure that such contract is up-to-date, correct and properly administered. A copy of such contracts will be provided to the IAM Benefits Representative.
- 3) At the request of the Union any issues that arise can be discussed with the Company plan administrator.

As the parties further agreed, those issues identified as being problems relating to interpretation of the benefit plans would be promptly addressed and brought to the attention of the carrier for corrective action and timely resolution.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 24, 1995

MODIFIED: January 12, 2007

**LETTER # 5 - RE: Life Insurance at Retirement**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

Subject: LIFE INSURANCE PLAN  
LIFE INSURANCE AT RETIREMENT

If you retire on or after the age of 65 and have ten (10) or more years of service at retirement, or elect to retire between age sixty (60) and sixty-five (65) and have thirty (30) years of service or more, your Life Insurance will be continued at no cost. The amount of insurance is gradually reduced each month at the rate of 2% of the amount in force at the time of retirement until an ultimate of insurance, called Continuing Group Life (CGL) is reached.

The CGL amount is determined by multiplying your years of service up to twenty (20), at the end of the month in which you retire, by 1 1/2%. This percentage is then multiplied by the amount of Life Insurance in force at the time of retirement.

The above summary is a brief outline of the main points and is for your general information. The detailed provision, of the Insurance Contract will govern in all instances.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 24, 1995  
MODIFIED: January 13, 2013

**LETTER # 6 - RE: Certification Requirements**

Mr. Jim Snider  
 Business Representative  
 International Association of Machinists and Aerospace Workers  
 557 Dixon Road, Unit 102  
 Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

The parties agree that it is in the best interest of both the Employees and the Company that certification requirements be identified for certain job classifications.

Both parties agree that the classifications requiring internal certifications are 12.5, 14.2, 14.3, 14.4, 14.5 and 15.1.

The following are the entrance requirements and the internal certification requirements for these classifications.

	<b>Entrance Testing / Requirement</b>	<b>Additional Certification(s)</b>
<b><u>12.5</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- N/A
<b><u>14.2</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- SMT Operator Certificate (see Note 1)
<b><u>14.3</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- IPC Repair / Rework Certificate (standard - IPC 7711/7721)
<b><u>14.4</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- Driver Training - Fork Lift Certificate (Counter Balance / Reach)
<b><u>14.5</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- SPC Certificate (see Note 1) & Excel Test
<b><u>14.6</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- Fork Lift Certificate (Counter Balance / Reach) - Shipper Certificate (Note 1)
<b><u>15.1</u></b>	- Math / Comprehension Test - Microsoft Windows (Basic Level)	- Working at Heights / Scissor lift - Fork Lift Certificate (Counter Balance / Reach)

The passing grade for all entrance testing is 75%.

Re-certification requirements must be met in order for an employee to maintain their current classification. In the event that an employee does not pass a re-certification requirement the Company will provide the employee with additional training and one make up opportunity. If the employee does not pass the re-certification requirement for a second time they will be removed from that classification in line with their bumping rights and would be pay protected for the length of the contract, provided they have the seniority to remain in the classification.

If new requirements are established and an existing employee in the affected classification does not attain the new certification, the Company will provide the employee with additional training and one make up opportunity. If the employee does not pass the re-certification requirement for a second time they will be removed from that classification in line with their bumping rights and would be pay protected for the length of the contract, provided they have the seniority to remain in the classification.

Employees who currently hold these classifications will not be required to complete the entrance testing.

**Note 1:**

For the purpose of the 14.2 classification, training and testing of candidates for the SMT Operator Certificate will be conducted in-house. Candidates will be required to attain a passing grade of 75% in Company-issued evaluations related to this course material in order to be considered successful applicants to the position(s). The Company and Union will mutually agree on any administered tests, as determined by qualified representatives of both the Company and Union. The Company and Union will agree on two qualified representatives from the Union.

For the purpose of the 14.6 classification, training and testing of candidates for the Shipper Certificate will be conducted in-house. Candidates will be required to attain a passing grade of 75% in Company-issued evaluations related to this course material in order to be considered successful applicants to the position(s). The Company and Union will mutually agree on any administered tests, as determined by qualified representatives of both the Company and Union. The Company and Union will agree on two qualified representatives from the Union.

For the purpose of the 14.5 classification, training and testing of candidates for the SPC Certificate will be conducted in-house. Candidates will be required to attain a passing grade of 75% in Company-issued evaluations related to this course material in order to be considered successful applicants to the position(s). The Company and Union will mutually agree on any administered tests, as determined by qualified representatives of both the Company and Union. The Company and Union will agree on two qualified representatives from the Union.

Both parties also agree that the classifications requiring external certifications are 16.3, 19.4, 20.4 and 21.0.

The following are the minimum external certification requirements for these classifications:

<b>16.3</b>	2 year Electronics Diploma or Electro/Mechanical Technician Diploma or equivalent*
<b>19.4</b>	3 year Electronics Engineering Technologist Diploma or equivalent*
<b>20.4</b>	3 year Computer/Information Systems Diploma or equivalent*
<b>21.0</b>	3 year Electro/Mechanical Technologist Diploma or equivalent*

\* Education & work experience deemed eligible by the Company.

A Certification Advisory Committee (the "CAC") has been created and is comprised of 2 representatives selected by the Union and 2 representatives selected by the Company. The parties agree that the equal numbers on the CAC may be increased by mutual consent.

The purpose of the CAC is to discuss any future external certification requirements brought on by changes in industry standards and/or customer requirements for classifications in the bargaining unit. The Company and the Union will review and give due consideration to the views of the members of the CAC including any consensus recommendations before making any mutual decision regarding external certification requirements for any classification in the bargaining unit, and any mutual agreement will not be unreasonably withheld. All future additions to external certification requirements must be justified by changes in industry standards or customer demands.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 17, 1987  
MODIFIED: January 13, 2016



**LETTER # 7 - RE: Outsourcing**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

As the result of discussions, the Plant Committee and the Company have agreed to meet quarterly to deal with those matters having special interest to employees, the Union and the Company. Among these will be:

- Finding ways to improve two-way communication
- Discussing the plant's general operations and certain business developments, including product and manufacturing plans as it might affect the size (increase or decrease) of the workforce. With respect to any outsourcing of core business bargaining unit work, the Company will discuss its intention with the Local Union Committee before any such work is outsourced. The Company will explain its reasons for its tentative decision to outsource the work by supplying all relevant information such as costs and rationale available to the plant and will give the Local Union Committee an opportunity to suggest ways in which the work may otherwise be performed in-house. The Company will give due consideration to the suggestions of the Local Union before making its final decision.
- Addressing other matters both parties agree are appropriate for discussion. It is understood these meetings will not replace the collective bargaining process, nor, interfere with the parties Grievance Procedure.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 16, 1987  
MODIFIED: January 4, 2001

**LETTER # 8 - RE: WSIB and Weekly Indemnity**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the course of these negotiations the Union raised a concern regarding an employee's ability to grieve the termination of his/her employment where a WSIB case was involved. More specifically, the Union was concerned the Company would attempt to argue, in cases where greater than 24 months had passed since the employee's last day worked, it was no longer obligated to reinstate the employee according to the Act regardless of the outcome of arbitration.

In situations where 24 months or longer have elapsed during the course of pending arbitration, the Company, as in the past will continue to argue the case based on its merits and will not summarily evoke the 24 month provision of the Act, This understanding does not restrict the Company from exercising its rights under the Act in situations other than outlined above.

Additionally, the following reflects the understanding presently in effect between the Company and the Union regarding the payment of accident and sickness insurance during a Workers' Compensation dispute.

Any worker who is off work due to an accident or injury, and who has been denied the establishment of a WSIB claim, shall file for and shall be covered by the Company's Accident and Sickness insurance during the course of appeal. It is understood that employees to be eligible for payment shall sign the waiver on the insurance form regarding release of information and shall also sign a waiver for repayment of monies if the WSIB appeal is successful.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: March 3, 1992  
MODIFIED: November 22, 2000

**LETTER # 9 - RE: Apprenticeship Program**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations there were discussions between the parties regarding the Apprenticeship Agreement.

The ongoing intent of the Apprenticeship Program is to provide non-apprenticed employees the opportunity to acquire the knowledge and skills to perform the duties of trade.

Current Licensed Journeypersons will only be eligible for the apprenticeship program, only after all internal non-licensed candidates have been exhausted.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: February 2, 1995  
RE-ISSUED: January 9, 2004

**LETTER # 10 - RE: Pension Questions**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

The Company agrees that it will respond to Union, or employees, questions or requests for information regarding the pension plan for hourly employees, through an identified plan administrator. The Company will seek input and advice from its actuary when necessary to respond to such questions or requests for information. The Company agrees that it will respond in a timely manner.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 3, 2001  
MODIFIED: January 9, 2004

**LETTER # 11 - RE: Appendix "F"**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the course of these negotiations, the parties had extensive discussions regarding Appendix F (alternate work schedules). The Company has stated that these alternate work schedules are required to enhance the Markham Plant's competitive position by increasing equipment utilization, production efficiency and meeting Preventive Maintenance Schedules. This will assure our customers of the highest quality, lowest cost products, and on-time delivery, resulting in enhanced job security for Markham employees. The Company is under no obligation to provide weekend overtime to the employees on the Monday to Friday schedule. To this end, the parties agree that Maintenance employees working Monday to Friday, who have the lowest hours (and are qualified to perform the work) in the appropriate overtime group shall be entitled to the first right of refusal to work any Monday to Friday production overtime. Further, employees working Monday to Friday, notwithstanding the Overtime Group, shall be entitled to the next right of refusal prior to any AWS employee being offered any Monday to Friday production overtime. The company will continue to offer overtime, when the Company deems it is required, to the Monday to Friday overtime groups in accordance with article 14.11 of the Agreement, to maintain staffing levels on the AWS shift. Any Monday to Friday employee, within the maintenance overtime group, who accepts the overtime (to backfill AWS employees) shall be entitled to the applicable Saturday or Sunday overtime rate.

The Company recognizes the concern regarding present seniority employees being "forced" from the Monday through Friday schedule to the alternate work schedule and has committed that the initial staffing would be on a voluntary basis. Additionally, the Company has reiterated that the implementation of the alternate work schedule, is not intended, nor does it believe, will result in undue hardship for any employee. The Company also recognizes additional concerns surrounding future staffing adjustments. The Company, reiterates the position that local management will not make arbitrary or capricious decisions that result in circumventing the spirit or intent of Appendix F and the Collective Bargaining Agreement which involves an initial voluntary staffing of the alternate work schedule.

The Union will be given advance notice of any staffing adjustment and the reasons for such plans prior to implementation and be afforded the opportunity to meet with the Company prior to final implementation to ensure adherence with the spirit and intent of Appendix F and the Collective Bargaining Agreement.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: November 22, 2000  
MODIFIED: January 13, 2010

**LETTER # 12 - RE: EAP Program**

January 15, 2001

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell:

During recent contract negotiations the parties discussed the need for an Employee Assistance Programme for the employees of the Plant. We discussed the need for employees to have access to counseling for personal problems such as; anxiety, depression, stress, substance abuse, bereavement. Both the Company and the Union recognize the positive impact that such a programme could have on both the health and welfare of the employees and the work environment.

Accordingly, the Company has agreed to continue the current Employee Assistance Programme during the term of the current Collective Agreement.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 13 - RE: Change of Carrier**

March 1, 2001

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations, the subject of medical benefits and levels of coverage were discussed. This letter is to confirm that in the event the Company changes insurance carriers for medical benefits for IAM employees, all benefits will be continued at negotiated levels or better.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources



**LETTER # 14 - RE: Staffing During Shutdowns**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During recent negotiations we discussed the staffing of production lines during normal shutdown periods. It is the intent of the Company to ask employees to work by area and shift by seniority standing provided they can perform the job function.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

MODIFIED: January 13, 2013

**LETTER # 15 - RE: Weekly Indemnity and Long Term Disability Claims**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

Weekly Indemnity and Long Term Disability Claims

1. If there is a dispute regarding the ability of the employee to return to work, the employee will be required to appeal to the insurance company at least two (2) times with updated medical information, from the treating physician. The Company shall ensure that each appeal is adjudicated as promptly as possible.
2. If after the appeals, the insurance company is still maintaining denial of the particular claim and there is a dispute between the employee's physician and insurance carrier, on the ability of the employee to return to work, the Company will refer the issue(s) to a medical specialist at (pick a location/Dr), for the purposes of evaluating all aspects of the claim.
3. This independent medical opinion shall be presumed accurate, however, the union does have the right to rebut the presumption by filing a grievance.
4. The Company will pay up to \$2,000 maximum, per claim, for the independent medical opinion.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 16 - RE: Article 12.09**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

This letter will confirm the recent discussions surrounding the intention of Article 12.09. The Union and the Company agree that should an employee elect to take a voluntary layoff that their seniority will govern in all recall situations except for employees who elect to be laid off from a higher grade without exercising their bumping rights into a lower or lateral classification. These employees will be limited to recall rights to the classification, or its negotiated equivalent, which they held at the time of the voluntary layoff. For greater clarity, employees who elect lay-off shall retain their position on the recall list in line with their seniority.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 17 - RE: Information Sharing**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

The Company will endeavor to share all relevant information regarding any and all issues including policies, rules and regulations that involve the employees of the plant, with the Shop Committee, prior to revealing the same to the employees. The Company agrees that the Union will be provided an opportunity to discuss any of the aforementioned issues with the Company and the Company will give due consideration to the Union's Concerns.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

MODIFIED: January 13, 2016

**LETTER # 18 - RE: Article 14.11 (f)**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

This letter will confirm the recent discussion regarding Article 14.11 (f). The parties agree that the intent of this article is that all overtime hours made available to any employee will be charged as though they worked.

If an employee has the opportunity to work overtime, refusal will be charged if the employee is not available to be asked for whatever reason (ie. Vacation, approved leave of absence, medical leave etc.)

If the Company needs to “call in” an employee for overtime, a refusal will be charged if the employee refuses the overtime opportunity or cannot be reached for any reason.

The Company is not obligated to continue to call an employee if he or she is not reached on the first attempt.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 19 - RE: Steward Meetings**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the recent round of Collective Bargaining the parties had discussions regarding monthly Steward meetings.

This letter will confirm the agreement of the parties that once per month the Stewards will be excused from their regular duties in order to attend the monthly Steward meeting, not to exceed one (1) hour in length.

The Company agrees that they will supply a meeting room for the aforementioned meeting, and that the meeting will be considered justified paid time away from the Steward's regular duties.

Meetings will be held at the first or last hour of a shift and one weeks' notice of intent to meet will be given to the Company for scheduling purposes.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 20 - RE: 2.1 Classification**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations the Company and Union had extensive discussions regarding the role of the 2.1 classification. It is understood that to ensure the longevity and competitiveness of AEC, a more flexible workforce is required. The 2.1 classification will evolve within the lifetime of this agreement with added responsibilities. These responsibilities are light material handling duties and the interior and exterior cleaning of equipment. The Company will minimize lifting through the use of lifting devices and station design. The Company recognizes the potential concerns around lifting and reaffirms its commitment to work with the JHSC to alleviate any concerns.

The company fully intends to provide its employees adequate training to perform such work. For greater clarity, only personnel who have received appropriate power lock-out Training, and supplied with the equipment associated with power lock-Out, will be allowed to clean the interior of any equipment or enclosure requiring power lock-out. Other classifications will also evolve to support this effort. The Company and the Union have agreed in principle to work together to ensure that this effort supports both the Union's and Company's objective of enhanced opportunities for job security.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

MODIFIED: January 12, 2007

**LETTER # 21 - RE: 14.2 Classification**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations the Company and Union had extensive discussions regarding the role of the 14.2 classification. It is understood that to ensure the longevity and competitiveness of AEC, a more flexible workforce is required. The 14.2 classification will evolve within the lifetime of this agreement, with multiple responsibilities that are more in line with industry standards. These responsibilities will include light machine cleaning as well as machine set up. The Company fully intends to provide its employees adequate training to perform such work.

Other classifications will also evolve to support this effort. The Company and the Union have agreed in principal to work together to ensure that this effort supports both the Union's and Company's objective of enhanced opportunities for job security.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources



**LETTER # 22 - RE: Return to Work Procedure**

September 20, 2006

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the recent round of Collective Bargaining the parties had extensive discussions regarding the return to work procedures after a disability related absence.

This letter will confirm the agreement of the parties.

In order to create a work environment that supports early and safe return to meaningful work in an employee's pre-injury position as quickly and safely as possible, employees with temporary or permanent restrictions will only be offered overtime in jobs that do not exceed their functional limitations and for which medical documentation, as requested by the Company has been supplied, indicating medical clearance to work over and above their regularly scheduled hours.

Employees will be required to provide a minimum of twenty-four (24) hours' notice, prior to returning to work following an injury or illness.

The Union acknowledges and agrees, in circumstances where an employee returning to work requires modified duties, that more time may be required by the Company to identify suitable work. Employees, in all circumstances, should provide the Company with as much notice as possible of their return to work, in order to ensure a seamless transition.

Yours truly,  
Autoliv Electronics Canada Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 23 - RE: Single Day Vacations**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the most recent round of Collective Bargaining the parties had discussions regarding use of single day vacations.

This letter will confirm the agreement of the parties.

Single days vacation shall be allowed provided twenty-four (24) hours notice is given to the Company, prior to the vacation request and it does not interfere with operational requirements.

Same Day vacation requests may be honoured by the Company, provided a medical certificate or other documentation is supplied, immediately upon the employee's return to work, to the Human Resources Department, and is deemed acceptable to the employer.

Yours truly,  
Autoliv Electronics Canada Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 24 - RE: Moving Within a Shift**

October 2, 2006  
Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the course of negotiations the parties had extensive discussions regarding the movement of employees within a shift.

Both parties recognize concerns surrounding staffing adjustments within shifts. The Company reiterates its position that it will make every effort to move people by seniority but, may require as per Article 12.17, to move people not solely by seniority.

In an effort to facilitate a better understanding the Union will be given advance notice of any staffing adjustments and reasons for such plans prior to implementation. The Union will be afforded every opportunity to meet with the Company prior to the implementation of any staffing adjustments and the Company will give due consideration to any Union concerns.

For greater clarity, in the rare situations where the Company intends to move employees, other than by seniority, the union will be supplied with the relevant information and have an opportunity to comment on the following, prior to any staffing adjustments:

- 1) Rational for moving employees out of seniority (including any health and safety, accommodation or productivity issues);
- 2) Company requirements for the affected area(s) including staffing levels, run rates and history, throughput, physical demands and projected attainment levels for all shifts;
- 3) The Company's intended location for the displaced employee.
- 4) Any relevant information regarding discussions with the affected employee.

In the event the Union, after receiving the above noted information, disagrees with the company's decision, then the Union may pursue any disagreement through the grievance and arbitration process and the Company will supply written particulars to the Union with their justification for the move.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Human Resources Manager

**LETTER # 25 - RE: Temporary Layoffs (Article 12.07)**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the recent round of Collective Bargaining the parties had extensive discussions regarding the intention and application of article 12.07 (Temporary Layoff).

This letter will clarify the agreement of the parties. In the event a temporary layoff (TLO), as defined in article 12.07, no employee, not affected by the TLO, will be assigned to work on the affected line or work cell during the first four (4) hours of the shift that the TLO occurs.

For greater clarity, in situations where the Company requires production during the first four (4) hours of the shift that the TLO occurs on a line or work cell that has been placed on a TLO, the employees from the affected area will be called in to perform the necessary work.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 26 - RE: Bargaining Unit Work**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During the most recent round of Collective Bargaining the parties had discussions regarding the collection of solder/chemical wastes and production garbage and recycling and the bathroom cleaning duties normally performed by the Janitor/Matron classification. The company agrees that this work falls under the purview of this collective agreement and shall be performed by members of the bargaining unit. The company will post the Janitor/Matron position once every twelve months. In the event that these positions are not filled by a bargaining unit employee the Company will use an external service.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

MODIFIED: January 13, 2016

**LETTER # 27 - RE: 17.1 and 19.3 Classifications**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During recent negotiations the parties discussed the new 19.4 classification. As discussed the premise of the 19.4 classification is to increase the skill level of the current troubleshooter grade 17.1 and Quality Technician grade 19.3.

It is the Company's intent to no longer hire or recall the 17.1 or 19.3 grades but rather to replace it with the 19.4 grade.

It is understood that the current active employees in the 17.1 and 19.3 classifications will be grandfathered until they retire at the 17.1 and 19.3 rate as stipulated in the most current Collective Agreement.

Any other employee within the plant who has achieved this certification will be required to follow the posting process to enter the 19.4 grade.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 13, 2007

MODIFIED: January 13, 2010

**LETTER # 28 - RE: Refusal of Recall (Out of Plant)**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

This letter will confirm the agreement of the parties regarding the recall procedures when a laid off employee has received a recall and has indicated they do not wish to return to work at that point in time.

The parties agree that employees will be able to refuse recalls if the Company has indicated the recall is for a period which is anticipated to be less than 3 months of work, without a penalty as noted in article 12.06 c). In such an event, the employee shall be passed over and the next employee on the recall list shall be notified of the recall.

Should an employee, upon being recalled for a period of greater than 3 months, indicate they do not wish to return to work at that point in time, said employee shall have their seniority frozen until such time as they return to work through a subsequent recall. An employee subject to the above shall cease to accumulate seniority until such time as they actually return to work. The Union shall be notified in writing of any Employee requesting the above. An employee may only refuse a recall a total of two (2) times, after which they will be subject to article 12.06 (c) and may lose their seniority and be subject to termination. Nothing in this letter alters any other rights or obligations conferred by Article 12.06.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 29 - RE: Overtime Tracking**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

During the course of Collective Bargaining the parties had discussions regarding the offering and tracking of overtime hours. This letter will confirm the agreement of the parties that each time overtime is required; Supervisors will solicit overtime using an agreed to form with the Supervisor indicating whether the employee has accepted or refused the requested overtime. Once completed, the form will be made available to the Steward or alternate who shall have the ability of copying the form for their files.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources



**LETTER # 30 - RE: Seniority Protection for 20.3 and 20.7 Grades**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

The intent of the newly created Grade 21.0 is to recognize the skill levels of these employees. It is not intended to disadvantage the seniority rights of employees in the current 20.3 and 20.7 grades. The Company will not use this newly created grade to bump senior 20.3 or 20.7 employees from their shift preference in line with seniority. For the purpose of bumping, layoff and other seniority provisions, the 20.3, 20.7 and 21.0 classifications will be deemed to be one classification, other than the parties' customary differences between the 20.3 and 20.7 classifications.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

**LETTER # 31 - RE: Removal of Grades from Appendix "A"**

Mr. Paul Mitchell  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Mitchell,

It is the Company's intent to no longer populate, hire or recall the 7.2, 7.3, 10.1, 15.2, 16.2 and 20.6 grades. These grades are removed from Appendix "A" but are not deemed to be removed from the Collective Agreement.

Yours very truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

MODIFIED January 13, 1013

**LETTER # 32 - RE: Memorandum of Understanding: Weekend Overtime**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During the recent round of Collective Bargaining, the parties had extensive discussions regarding Weekend Overtime Coverage.

**Definition of Critical Operations, Product Area, and Product Lines**

Critical operations are those that are essential to meeting the scheduled production of our customers. A product area is defined by overtime sharing group. A product line(s) is a subset of a product area which also includes supporting functions to that area or line(s).

All overtime assignments given under this letter will be distributed by overtime sharing groups as per Appendix "H".

**Procedure**

The Company will post a notice designating the critical product area(s) and/or line(s), and the duration that the overtime arrangements will be required (start and end date). Such overtime arrangements will be in place for a period of time not to exceed ninety (90) days. Vacancies will be filled using the Vacancy Filling Procedure stated below.

**Vacancy Filling Procedure**

**Step 1:** Post the notice ten (10) business days prior to implementation and give employees three (3) days to apply.

**Step 2:** Employees who wish to apply submit the Critical Operations Overtime Form committing to work up to every Saturday during the posted critical time period.

**Step 3:** Volunteers who have completed the abovementioned form and work in the critical area will be given the first opportunity, in order of lowest overtime hours.

**Step 4:** When volunteers from the critical area have been exhausted, any remaining opportunities will be filled by volunteers from other product areas who have completed the form in order of lowest overtime hours across the shift.

**Step 5:** In the event the above does not achieve the new compliment of employees, these vacancies will be filled weekly using the current voluntary overtime practice and distributed by overtime sharing groups as per Appendix “H”.

**Legal Prohibitions**

The overtime provisions in this letter shall not apply in any instance in which they would make it impossible to run an operation without violating a federal, or provincial law.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 13, 2016

**LETTER # 33 - RE: 21.0 Classification**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During recent negotiations the Company and Union had extensive discussions regarding the role of the 21.0 classification. It is understood that to ensure the longevity and competitiveness of AEC, a more flexible workforce is required. The 21.0 classification will evolve within the lifetime of this agreement, with multiple responsibilities. These responsibilities will include but are not limited to, troubleshooting equipment failure, responding to downtime on production lines, and performing preventative maintenance, tooling exchange and repair on equipment with the exception of changes required by other grades (routine tasks). Only personnel who have the appropriate external certification(s) as per Letter #6 will perform these tasks. The Company fully intends to provide its employees adequate training to perform such work.

Other classifications will also evolve to support this effort. The Company and the Union have agreed in principal to work together to ensure that this effort supports both the Union's and Company's objective of enhanced opportunities for job security.

Yours truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 13, 2016

**LETTER # 34 – RE: Backup Train Drivers**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During the recent negotiations, the Company and Union had discussions surrounding the selection process of backup train drivers. This letter is intended to clarify this selection process.

Both parties acknowledge that this backup pool is essential for ensuring the uninterrupted flow of production at AEC.

The backup driver pool exists to fill vacancies when existing train drivers are not available to work during the work week. This pool is not intended as a substitute for regular weekend overtime opportunities.

When the need arises to increase headcount in the backup pool, the Company will post for these vacancies. Seniority will be used to populate the pool. The number of backup drivers on each shift shall not exceed the number of trains.

As a general rule, during regularly scheduled (Monday to Friday) shifts, the Company's first option in filling high grade vacancies is always upgrading lower classifications to that grade prior to asking for overtime.

During regularly scheduled (Monday to Friday) shifts, backup drivers will be used to fill in for vacations, leaves of absences, and extended absences. In all other circumstances, where feasible, the existing train drivers will be asked for coverage. If there is a planned absence of a full week, one person from the pool will fill that vacancy for the full week when possible.

During weekend overtime opportunities, the backup drivers will only be used when all other train drivers have been asked to work.

The Company will maintain, with a selected Supervisor on each shift, a list of available back up drivers. The Company will make every effort to equalize opportunities for employees on the list to be upgraded.

Yours very truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 13, 2016

**LETTER # 35 – RE: 14.2 Classification**

Mr. Jim Snider  
Business Representative  
International Association of Machinists and Aerospace Workers  
557 Dixon Road, Unit 102  
Etobicoke, Ontario M9W 6K1

Dear Mr. Snider,

During the recent negotiations, the Company and Union had discussions surrounding the training and recall of 14.2's. The following process will be followed regarding additional 14.2's or the recall of existing 14.2's:

Once an employee has successfully completed the 14.2 training and testing, as per Article 12.16 (i) they will be placed in a 14.2 back-up pool. When a full-time 14.2 opening occurs the employee with the highest seniority within this back-up pool will be added to the grade, regardless of when they had started their training. Any subsequent openings will be filled by seniority.

In the event that an employee(s) is laid off from the 14.2 grade those employee(s) will be placed on a 14.2 recall list where they would be recalled to a future opening by seniority. The recall list would need to be exhausted before moving to the backup pool.

Yours very truly,  
Autoliv Electronics Canada, Inc.

Paul Tucker  
Manager, Human Resources

ORIGINALLY ISSUED: January 13, 2016

## **SUPPLEMENT**

### **OPERATING GUIDELINES OF THE JOINT HEALTH AND SAFETY COMMITTEE**

The following operating guidelines for the Joint Health and Safety Committee reflect present practices and applicable federal and provincial laws. These guidelines are subject to change by the parties and/or by changes to the Occupational Health and Safety Act.

#### **1. MEETINGS:**

The Joint Committee shall meet on a monthly basis, to discuss and make recommendations concerning unresolved Health and Safety matters, and recommend appropriate education and/or training for committee members. Prior to the conclusion of each meeting the planned date for the next meeting will be established.

#### **2. CO-CHAIRPERSONS:**

The Company shall identify one Management member of the Joint Committees and the Union shall identify one Union member of the Joint Committee as Co-Chairpersons of the Committee. The Co-Chairpersons may act on the behalf of the Committee, where in agreement, on matters where consultation at a full committee meeting is not considered necessary or appropriate. The Co-Chairperson appointed by the Company shall be the Health and Safety Coordinator or his/her designate who shall have authority to resolve safety matters in his/her capacity as the Company's Co-Chairperson. In the absence of the Union Co-Chairperson, another Certified Worker shall act on his/her behalf.

#### **3. SUMMARY OF PROCEDURE:**

Minutes of the proceedings of each regular Joint Committee meeting shall be prepared by the Company for the use of committee members and shall be posted on the bulletin board.

#### **4. INSPECTION:**

Joint inspections of the plant will be made by one Union member and one management member of the Joint Committee. Such inspections shall be made monthly, and shall if possible, include members of supervision responsible for the areas being inspected and shall precede the next scheduled meeting of the Joint Committee by at least four (4) work days when practicable.

A second member of the Joint Committee may, for training purposes, accompany the members assigned to conduct an inspection, as determined by the Co-Chairpersons to be appropriate.

#### **5. CONDITION REPORT:**

When a Condition Report is initiated, the report shall be submitted to the appropriate manager having responsibility for the area concerned and a copy forwarded to the Safety Coordinator. The Company Health and Safety Coordinator will monitor the operation of



the procedure including content of replies, timeliness of replies, (3 working days) and estimated completion dates of any planned corrective measures.

6. EQUIPMENT AND TOOLS:

A. SAFETY EQUIPMENT

The Company will provide all employees working in any unsanitary or potentially hazardous jobs with all of the necessary tools, equipment and protective clothing required. These shall be maintained and replaced where and when necessary at the Company's expense.

B. INSTALLATION OF NEW EQUIPMENT

Any machinery or equipment being purchased for and by the Company will be reviewed with the Company Health and Safety Coordinator and the Co-Chairperson of the Health and Safety Committees to insure proper ergonomic features, as well as proper guarding, power lockout capabilities, etc. before being placed into production. Involve the Union Co-Chairperson regarding new equipment installation for the purposes of reviewing and providing input into the design of such equipment prior to the final safety sign-off.

C. INFORMATION

The Company will inform employees adequately regarding risks relating to their work, and provide appropriate training and supervision so that employees have the skills and knowledge necessary to perform the work.

7. WHMIS

A. INFORMATION -JOINT COMMITTEE

The Company will advise the Joint Committee of known harmful physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, the Company. will inform the committee of any new harmful physical agents or chemicals prior to their introduction to the workplace.

B. INFORMATION - EMPLOYEES

The Company will inform employees adequately regarding risks relating to their use, provide appropriate training and supervision so that employees have the knowledge to safely perform the work assigned to them.

C. WHMIS training will be reviewed by the Joint Committee on an annual basis and refresher training will be conducted at a frequency deemed appropriate by the Committee in accordance with the Occupational Health and Safety Act of Ontario in effect on the date of this agreement.

8. REPORTS:

A. The Company will forward, to the Co-Chairpersons of the Committee, reports as provided in the Occupational Health and Safety Act of Ontario, copies of the Supervisor's accident report forms and copies of the Form 7 submitted to the Workers' Safety Insurance Board of Ontario.

Where practicable the Company will supply the Union Co-Chairperson of the Joint Health and Safety Committee with a copy of the Form 7 prior to its submission to the Workers' Safety Insurance Board of Ontario. When this is not possible, a copy will be made available as soon as possible.

B. The Union Co-Chairperson will be notified of all potential lost time injuries as soon as possible in order that they may investigate such instances. Notification will take place on the date of the accident.

C. The Joint Committee may recommend further investigation or clarification of circumstances regarding such accidents, as the committee may agree is appropriate.

9. PROGRAMMES IN EFFECT:

The Modified Work committee shall have equal Union and Management representation and shall meet once monthly to decide jointly on changes.

10. CERTIFIED WORKERS:

The Union Health and Safety Representative is responsible for identifying their alternate and the afternoon and midnight shift appointees. Notification will be in accordance with Article 7.03. The parties understand that the Union Health and Safety Representative, Co-Chairpersons, their alternate and appointees shall be "CERTIFIED WORKERS" as outlined in the Occupational Health and Safety Act of Ontario in effect on the date of this agreement.

In accordance with applicable legislation, a "CERTIFIED WORKER" has the right to stop work where an employee's health and safety is in immediate danger.

11. EMERGENCY MEASURES AND EVACUATION PLAN:

The Company will ensure the Emergency Measures and Evacuation Plan will be kept current. The plan will include a first response team comprised of both salaried and hourly employees on a volunteer basis. The first response team will receive necessary training and re-training as required to be effective in responding to plant emergencies and shall have a mutually agreed to practice schedule. The Company will post a notice indicating the members of such a team. The Company will make every effort to make employees aware of the Emergency Measures and Evacuation Procedures. The Plant will conduct periodic drills, but no less than once per annum.

12. CPR TRAINING:

The Plant Security Guards and the Occupational Health Nurse are trained in CPR. Additionally, CPR courses will be made available on a periodic basis for all interested employees.

13. FIRST AID KITS:

The Company has placed emergency first aid kits in the plant at locations agreed upon by both parties.

14. MACHINE LOCK-OUT:

The Union Co-Chairperson will be notified when a machine that has been locked out for safety reasons is repaired and ready to be turned on again.

15. SPILLS TRAINING:

Supervisors and designated employees will receive adequate training in the handling of chemical spills.

16. COMMITTEE TRAINING:

The Joint Health and Safety Committee will recommend committee members for appropriate education and/or training sessions in-plant or off-site to the training area of the Human Resources Department.

17. MODIFIED WORK PROGRAM:

It is the Company's intention that the return to work procedure be designed and implemented in such a fashion as to accommodate both returning WSIB and A & S employees. The Company does, however, recognize that each group may have its own specific requirements and that the return to work procedure may vary between the two groups in order to accommodate such differences.

18. FIRST RESPONSE TEAM:

The Company and Union agree that all members of the Joint Health and Safety Committee will be assigned to the First Response Team on their respective shifts.

## COLLECTIVE AGREEMENT ARCHIVE

The following is a list of articles, appendices and letters that have been moved to historical language.

These items are not relevant to the current Collective Agreement but listed for reference.

<b>Title</b>	<b>Reference</b>	<b>Last Collective Agreement</b>
Letter 22	RE: 7.3, 10.1 and 14.4 Classifications	2010-2013
Letter 24	RE: Preferential Recruiting Process	2010-2013
Letter 32	RE: Grade 16.2 Trainer	2010-2013
Old Letter 30	RE: 20.3 and 20.7	2007-2010
Old Letter 31	RE: Voluntary Termination Package	2007-2010
New Classification	19.4 Product Technician	2007-2010
Skill Premium	20.3 & 20.7 Skill Premium	2007-2010
Skill Premium	\$1.40 / Hour	2007-2010
New Classification	New Classification 20.4 Systems Technologist	2007-2010