

**COLLECTIVE  
AGREEMENT**

between

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NOMBRE EMPLOYÉS	125		



**LEAR SIEGLER SEATING CORP.,  
AJAX PLANT, AJAX, ONTARIO**

-- and --



**AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION  
AFL, CIO-CLC LOCAL 1719**

**May 1, 1992 - April 30, 1995**

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## PREAMBLE

The objectives of the Lear Seating Canada Ltd. plant located in Ajax, Ontario, Canada is to operate a cost effective assembly plant which provides outstanding service to our customers through a high quality product, Just-in-Time delivery, and responsiveness to their needs.

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

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

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

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

This Agreement made the 30th day of April, 1992 between Lear Seating Canada Ltd., 660 Monarch Ave., Ajax, Ontario hereinafter referred to as the "Company" and the Amalgamated Clothing & Textile Workers Union and its Local 1719, hereinafter referred to as the "Union".

**Article 1**

**GENERAL PURPOSE**

1.01 This Agreement is entered into by the parties hereto in order to provide orderly collective bargaining relations between the Company and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Company and its employees, and to settle amicably differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

**Article 2**

**RECOGNITION**

2.01 The Company recognizes the Union as the sole bargaining agent of all its employees in Ajax, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff.

2.02 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.

**Article 3**

**NON-DISCRIMINATION**

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

The Company and the Union will not discriminate against any employee because of race, sex, creed, religion, colour, national origin or political affiliation.

The Company and the Union agree to observe the provisions of the Ontario Human Rights code as contained in the Employment Standards Act of Ontario.

#### **Article 4**

##### **UNION SECURITY**

4.01 During the term of this Agreement, all employees covered by this Agreement shall, authorize the Company, on a form approved by the Company, to deduct from their first full pay an amount equal to two (2) hours pay representing the **Local's** initiation fee paid by the Local, all subsequent deductions after the employee has completed their probationary period will represent union dues. Monies so deducted shall be forwarded to the Central Ontario Regional Office together with a list indicating the employees from whose pay such deductions have been made. The initiation dues are non refundable.

#### **Article 5**

##### **MANAGEMENT RIGHTS**

5.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, retire, promote, demote, classify, direct, transfer, lay-off, discharge or otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance to the Grievance Procedure;
- (c) Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality

of the foregoing to determine the products to be manufactured, methods of manufacture, schedules of work, kinds and locations of machines and tools to be used, process of manufacturing; the engineering and designing of its products; the control of materials and parts to be incorporated in the products produced; to determine the number of personnel required from time to time; to make studies of and to institute changes in workloads, job assignments, wage payment methods and work payment rates, and also to determine the extension, limitations, curtailment or cessation of operations, and such other matters concerning the Company's operation not otherwise specifically abridged elsewhere in the Agreement.

- (d) The Company agrees to exercise these rights fairly, in a manner consistent with the provisions of the Collective Agreement.

#### Article 6

##### UNION REPRESENTATION

6.01 The Company will recognize a Union Bargaining Committee consisting of a maximum of four (4) employees all of whom shall be the executive of the Local for the purpose of negotiating a Collective Agreement. The Company will also recognize the above committee plus the chief steward for a maximum of five (5) members for the purpose of Article 7 - Grievance Procedure and Arbitration.

6.02 (a) The Union may appoint and the Company will recognize five (5) stewards for the purpose of processing grievances which might arise according to the Grievance Procedure as hereinafter agreed to. The appointment of, and recognition of stewards is conditional upon their

Company duties to perform, A steward, grievance committee and or grievor may **only** absent themselves **from** their regular duties for the purpose of investigating processing a grievance or complaint and other Union business as outlined in the administration of the Collective Bargaining Agreement. Such permission will be granted within a reasonable period of time without undue delay and they shall report back to his supervisor directly when resuming their regular duties. Stewards and members of the grievance committee and grievor(s) who are absent for their regular duties for the purpose of investigating and processing grievances and other Union business as outlined in the administration of the Collective Bargaining Agreement and who receive the permission of their supervisor shall be paid at their regular time hourly rate for such absence. When the **plant** employment increases to the extent additional representation can be justified, the Company agrees to discuss the matter with the Union. Any additional representation will be by mutual agreement.

- (b) The Local Union President will be paid a rate equal to the **base** rate of the highest rated bargaining unit classification in the plant. The Union President will not be compensated for more than eight (8) hours overtime in any one (1) work week.

6.03 It is mutually agreed that employees shall not be eligible to serve either **as** steward or members of **the** Union Bargaining or Grievance Committee until they have become permanent employees and have been placed on the seniority list.

6.04 The Union shall notify the Company in writing of the names of the Union stewards and the department, or group of departments, each represents **as** well as the names **of** the

Union Bargaining and Grievance Committee and of any changes in the personnel thereto.

6.05 The Union will be allowed to post on three (3) of the bulletin boards provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Company. Such approval will not be unreasonably withheld.

6.06 The Company will notify the Union in writing of the management personnel, and any subsequent changes in these names, who will be dealing with the administration of the Collective Agreement. The Union will be notified one (1) week in advance of changes whenever possible.

6.07 The Company will permit the Union to hold elections of Union Representatives on the Company's premises during the unpaid time of the employees on their shift. The locations, and times for voting will be determined by mutual agreement between the Local Union President and Human Resources Manager.

6.08 The Company will grant upon request of the President of the Local Union, permission for up to five (5) Union members in total, providing there be no more than the Local Union President and one other Union member from each area of representation and shift to leave the plant on Union business at any one time, without pay. Further, such request is made in writing at least three (3) working days in advance to the Human Resources Manager or his designate. It is understood that in the event of an emergency situation resulting in less than the required notice, such permission shall not be unreasonably withheld. Such notice will specify the nature of the business, the leaving and returning time of those granted such permission.

**Article 7**

**GRIEVANCE PROCEDURE AND ARBITRATION**

- 7.01 (a) Any complaint alleging violations, misinterpretation or misapplication of the terms of this Agreement relating to the rates of pay, wages, hours of work or any other working conditions shall be first taken up orally by the employee with the employee's immediate supervisor, the employee may request that his steward be present and such request shall be granted.

When an employee wishes to *see* his Union representative he shall notify his supervisor who will inform his representative of the request.

Any remedy reached at this level of the grievance procedure will not be precedent setting.

If after the above oral discussion has taken place, any such complaint which remains unsatisfied may then be reduced to writing by the steward, on the form provided by the Company and signed by the employee and shall then constitute a grievance. All grievances should as far as possible, identify the articles, clause or clauses of the Agreement which are claimed to have been violated.

- (b) A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance will be submitted in the following manner:

**Step 1**

The employee, or his steward, or in the absence of the steward, a member of the Bargaining Committee shall, with the consent of the aggrieved employee, take up the grievance in writing directly with his foreman. The foreman shall give his answer in writing to the grievance not later than the second

(2nd) working day following the day upon which he received the grievance.

**Step 2**

If the decision of the foreman is not acceptable to the employer, it shall be appealed in writing to the General Supervisor within three (3) working days from receipt of the foreman's decision in Step 1 above. The employee may be accompanied by his steward if he so desires. The General Supervisor shall give his answer in writing to the grievance not later than the third (3rd) working day upon which he received the grievance,

**Step 3**

If the decision of the General Supervisor is not acceptable to the employee, it shall be appealed in writing by his steward to the Human Resources Manager within seven (7) calendar days from receipt of the General Supervisor's decision in Step 2 above. The Human Resources Manager shall arrange a meeting with the Grievance Committee, and the Human Resources Manager shall give his answer in writing in seven (7) calendar days following the date of the meeting.

At the request of either the Union Grievance Committee or the Company, the steward and/or all necessary witnesses shall testify at the Third Step Grievance meeting. Lead hands may relieve the above mentioned persons for the purpose of their attending the Third Step Grievance meeting without undue delay.

7.02 In the event that arbitration of a grievance is desired by either party then the other party shall be notified in writing not later than ten (10) working days after receipt of the answer at Step 3 above. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking



arbitration and the article or articles alleged to have been violated. The recipient of the notice shall, within five (5) working days, advise the other party of the name of its appointee to the Board of Arbitration. The two (2) appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third party who shall be chairman. If the two parties fail to agree on a chairman within the time limit, the Minister of Labour for the Province of Ontario, upon request of either party, shall appoint an impartial chairman. The majority decision of the Board of Arbitration shall be final and binding upon the parties and upon any employee affected by it.

7.03 The Board of Arbitration shall not have jurisdiction to alter or to change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement.

7.04 Each party shall bear its own costs and the fees and expenses of its own representative. The fees and expenses of the chairman shall be shared equally by the parties.

7.05 No grievance shall be considered if it has not been processed according to the above provisions of this Article and Article 8 or if the alleged circumstances giving rise to the grievance occurred more than three (3) working days prior to the submission of the grievance or could fairly be assumed to have come to the notice of the grievor three (3) working days prior to submission within the time limits as set forth in all the provisions of this Article and Article 8, then the grievance shall be considered to have been dropped. Notwithstanding the above, it is understood that the time limits fixed by this Article and Article 8 may at any time be extended by written agreement between the Company and the Union.

## **Article 8**

### **DISCHARGE AND SUSPENSIONS**

8.01 A claim by an employee, other than a probationary employee, that he has been discharged or suspended without reasonable cause may be treated as a grievance. Such grievance will be submitted in accordance with the provisions of Article 7 commencing at Step 2, provided that the grievance is submitted within three (3) working days from the date of discharge or suspension.

#### **8.02 JUSTICE AND DIGNITY PROVISION**

An employee whom the Company suspends or discharges, shall be retained at or returned to active work until such time as any grievance contesting such suspension or discharge has been investigated and discussed by the Union and Management. This investigation and discussion shall take place within five (5) working days of the alleged infraction unless mutually agreed otherwise.

However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if alleged cause for suspension or discharge presents a danger to the safety of employees or equipment in the plant or if the employee fails to keep up with production and quality control or is otherwise disruptive to plant operations.

Grievances involving employees who are retained at work under this provision will be handled in the Expedited Procedure unless the Union Staff Representative and Division Manager of Human Resources mutually agree otherwise.

8.03 In discharge or suspension cases the Board of Arbitration shall have the authority to confirm the discharge or suspension, make the grievor whole, or effect any other

arrangement which in the opinion of the Board of Arbitration is just and equitable.

#### **Article 9**

##### **STRIKES, LOCK-OUTS AND WORK STOPPAGES**

9.01 It is agreed that there shall be no strikes, lock-outs or work stoppages so long as the Collective Agreement continues to operate. The meaning of the words "strike", "lock-out" or "work stoppage" shall be as set forth in the Labour Relations Act, R.S.O. in 1960, ch 202.

#### **Article 10**

##### **SENIORITY**

10.01 Until an employee has completed a probationary period of sixty (60) working days he shall be considered to be on a probationary basis, having no seniority rights, and his employment may be terminated by the Company without recourse to the grievance and arbitration procedures of this Agreement. Upon satisfactory completion of probationary period the employee's name will be placed on all seniority lists with the seniority dating from the date the employee started with the Company. Probationary employees are not entitled to lodge a grievance in respect to their separation from employment.

When two or more employees attain their seniority on the same date, they will be placed in alphabetical order on all seniority lists.

If a permanent job vacancy exists, or a new job is created such an opening will be posted within five (5) working days, except in extenuating circumstances, these job vacancies will be posted on the plant bulletin boards for a period of three (3)

working days. During which time seniority employees may make application for such job vacancy.

The successful applicant for a job posting shall be paid the rate of the vacant job on actual performance of the job. If the successful applicant previously performed the vacant job at the three (3) month rate he shall immediately receive the three (3) month rate.

Permanent job postings shall state the specific classification and in parenthesis the initial area and specific function except where the line is involved in rotation, shift and rate of pay, date the job is expected to be filled, and any other reasonable eligibility requirements to be met by the successful applicant. All relevant data relied on by the applicant must be fully stated by him on the application form provided by the Company. The Company will give written confirmation of its decision on the permanent job postings within three (3) working days following the expiration of the above. The notice period may be extended by mutual agreement. If the job is filled by an employee already in the plant it shall be the employee with the highest seniority if skill, competence and efficiency is relatively equal.

An employee who has successfully transferred through the job posting procedure shall only be entitled to two (2) such transfers in any one (1) calendar year. If an employee submits a bid for a job and is subsequently selected for the job and he declines to take the job, he will forfeit one (1) of his transfer eligibilities.

There will be a trial period of five (5) working days to prove his ability to perform the work efficiently. If it is determined he cannot perform the work, he shall be placed back to his former job. However, this will not be counted as a transfer.

An employee will have the right to decline a job on the fifth (5th) day of the trial period and will revert back to his former job, however such trial period will count as a transfer.

One subsequent vacancy created **by the** original **job** posting will be filled by a job posting when the original vacancy has been filled by a successful candidate.

The Company will give the Union a copy of each posting posted and the names of all applicants listed therein.

The Company has the right to maintain a job group so that the operation of the job **group** will not unreasonably be restricted when transferring accepted applicant within five working days of being accepted on a job posting unless mutually agreed otherwise.

**10.02** Seniority shall be defined as the status of the employee based upon his established unbroken length of service with the Company from the date of **last** hiring by the Company.

**10.03** The seniority of an employee shall be broken for any one of the following reasons:

- (a) If he voluntarily quits.
- (b) If he is discharged and such discharge is not reversed through the grievance procedure and/or arbitration.
- (c)
  - (1) **If** an employee with **less** than twelve (12) months seniority has been laid off for a period in excess of twelve **(12)** consecutive months without being recalled.
  - (2) If an employee has more than twelve (12) months seniority and he has been laid off for a period in excess of his seniority but not more than five **(5)** years.
- (d) If he fails to report to work when recalled from lay-off within five **(5)** consecutive working days following notice to report by the Company by registered mail, to his last known address. However, if his failure to report to work **is** due to sickness, accident or other causes

beyond his control, he shall not forfeit his seniority rights if he notifies the Human Resources Department of the Company within said five (5) working days after receipt of such notice and if he reports to the Company for work immediately after the cause of his absence is removed. It is understood that an employee shall not lose his seniority if evidence satisfactory to the Human Resources Manager for such failure to report for work is given. If the disposition made of any such case is not satisfactory the matter may be referred to Step Three of the Grievance Procedure.

- (e) When an employee is absent from work for three (3) consecutive working days including previously schedule premium days, he will be assumed to have forfeited his seniority rights unless during such three (3) days he notifies the Human Resources Department that the reason for such absence is due to sickness, accident or other cause beyond his control, and if he reports for work immediately after the cause for his absence is removed. It is understood that an employee shall not lose his seniority if evidence is satisfactory to the Human Resources Manager for such failure to report is furnished upon his return to work. If the disposition made for any such case is not satisfactory, the matter may be referred to Step Three of the Grievance Procedure.
- (f) If he accepts other employment while on leave of absence except with the express permission of the Company.
- (g) When he is retired except as provided under the disability retirement section of the Company pension plan.
- (h) Failure to report to work when his leave of absence expires, or, if on a medical leave, when his doctor releases him for work.

10.04 Employees who are transferred from a job within the Bargaining Unit to a salaried position shall not accumulate seniority for any time spent outside the Bargaining Unit.

In the event they are transferred back into the Bargaining Unit within six (6) months, they shall retain the seniority which they had at the time they first transferred from the Bargaining Unit. Benefits provided by the contract will be based on their seniority from the first day of hire.

Employees who transferred from the Bargaining Unit under previous Bargaining Agreements will have (6) months from the signing of the agreement to return to the Bargaining Unit under the condition above. If they do not return in that period they forfeit all rights to return to the Unit.

10.05 Seniority lists shall be revised every three (3) months, copies posted in the various departments and a copy given to the Union.

10.06 (a) Layoffs, recalls to work following layoffs will be conducted on plant wide basis. Where in the opinion of the Company, the qualifications as between employees are relatively equal, then the employee with the greatest seniority will be given preference.

(b) For layoffs less than two (2) working days the Company will layoff its employees by seniority and by shift from the beginning of the layoff. The Company will layoff its employees by seniority across the shifts after the second (2nd) day of layoff. In a layoff lasting more than two (2) working days, the employee in a layoff situation will bump an employee of lesser seniority in the same, lower or higher classification provided that the employee has previously performed the work available in a satisfactory manner.

- (c) (1) In a layoff which is anticipated to last more than two (2) weeks, or redundancy of a job or department, and a senior displaced employee is unable to bump a less senior employee as on the seniority list provided he is physically able and capable of being trained in the classification which he is bumping into and will be given up to five (5) days to demonstrate whether continued training will qualify him for the job.
- (2) In the event that he is not physically able and capable of being trained in the classification held by the most junior employee on the seniority list, he may request to move up the list to the next junior employee with less seniority than himself and holding a job which he is physically able and capable of being trained for and bump that employee.
- (3) In the event that an employee with seniority does not **qualify** for any of the above, he shall be laid off and placed on the recall list.
- (4) Employees shall be recalled in the order of their seniority when jobs become available, provided they have the ability to perform such work following a trial or training period of up to five (5) days. This period may be extended by mutual agreement. The employer shall give notice of recall by telephone and by registered mail to the last recorded address of the employee. The employee **shall** keep the employer advised at all times of his current address.
- 5) No new employees will be hired while seniority employees are laid off, except where specialized skills are required, and are not available among those on layoff.



Union President shall be the last person laid off and the first **person recalled**.

The Grievance Committee will be considered the most senior employees for purpose of layoff. In the event of a layoff that would effect the Grievance Committee, if any, or all, of the Grievance Committee are not qualified to perform the remaining work, the Company may retain an employee(s) who can perform the work and layoff the Grievance Committee.

- (6) If an employee's seniority has been transferred to another classification as a result of a reduction of forces or a recall from layoff, as covered under other provisions of the Agreement, he may request to return to the last classification held wherein he previously held seniority upon a vacancy occurring providing he had the ability and is capable of doing the work available. Application shall be filed on Monday, and transfers shall be on the following Monday for such vacancy, the employee's seniority will be transferred at the time the transfer takes place.
- (7) Employees collecting Workers' Compensation will not be laid off during this period if a layoff takes place, and they would not have sufficient seniority to remain working. Upon medical approval to return to work, they will then be returned or laid off in accordance with their seniority.

**10.07** It shall be the responsibility of employees to notify the Human Resources Department as soon as possible but not later than ten (10) days of any change of address and/or telephone number. The employee **will** complete a change of address form. The employee will receive one copy of the

completed and signed form. Copies will also be sent to the Payroll Department and the employee's supervisor.

In cases where the employee is on layoff or leave of absence and he cannot come to the plant, the employee will notify the Company by registered mail indicating the changes to be made. The Company will send a receipt to the employee indicating he has given such notice.

The Company shall be entitled to rely upon the last address and telephone number in its records.

10.08 The Company whenever possible will give employees at work five (5) working days notice of layoff. The Union will be provided with a list of employees who are scheduled for layoff under this section. It is understood that customer requirements may not allow the Company to provide this notice.

10.09 Temporary transfers are movements of employees from one classification and/or one department to another department. The temporary transfer will last no longer than ten (10) working days, unless extended by a mutual agreement between the Union and Company. The Company will have the right to choose from any classification and department. The senior employee in the classification selected will be given first opportunity, providing he is able to perform the work to be done. If the senior employees do not accept the temporary transfer the most junior employee will fulfill the transfer.

#### **Article 11**

#### **LEAVE OF ABSENCE**

11.01 (a) It is the intention of the Company to make every effort to grant personal leaves of absence based on sufficient employees being available and production scheduling requirements.

- (b) Whenever possible employees will notify the Company and apply for **personal** leaves of absence in writing at least five (5) days in advance of the date such leave would take effect. The Company will advise the employee of its answer in writing within two (2) working days.

11.02 **A** Leave of Absence of up to thirty (30) calendar days may be granted by the Company to seniority employees as follows:

- (a) The employee must give at least five (5) working days notice unless waived by the Company.
- (b) The request must be writing with reasons for the leave. **A** form will be provided for that **purpose**.
- (c) The Company may refuse a Leave of Absence if in their opinion it is not for a valid reason(s) or if the leave will have an adverse effect on the Company's ability to operate efficiently. The Company will not unreasonably withhold approval. If a leave is denied the Company will state the reason for denial in writing.
- (d) Extension of the thirty (30) calendar day period may be granted by the Company.

11.03 (a) **An** employee with seniority who is unable to work because of illness or injury, and **who** furnishes evidence satisfactory to the Company shall be granted a medical Leave of Absence while disabled, equal to his seniority at the date of disability or five (5) years, whichever is less, provided however, that such leave shall cease when the employee attains age 65.

- (b) He will be returned to work, provided he furnished satisfactory medical evidence **of** his recovery. The Company will have up to three (3) days to place the employee.

11.04 Leaves of Absences will be available to any seniority employee who qualifies in accordance with the Unemployment Insurance Act, and/or Employment Standards Act.

**MATERNITY LEAVE**

Up to fifteen (15) weeks of benefits are available to the natural mother only.

**PARENTAL LEAVE:**

Up to ten (10) weeks of benefits are available to the natural mother or father or may be shared among them.

**ADOPTIVE LEAVE**

Up to ten (10) weeks of parental benefits.

One (1) day of paid benefits will be granted to an active employee on the day of the birth of a child for the purpose of being present at the birth.

11.05 UNION LEAVE:

- (a) Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a Leave of Absence for a period of one (1) year with extension privileges provided however, that such employee shall renew his Leave of Absence annually.
- (b) Any employee with seniority elected or appointed to any public office of the Municipal, Provincial or Federal government, shall be granted a Leave of Absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his Leave of Absence annually.
- (c) There will be no continuation of benefits during these Leaves including accrual for pension.

11.06 (a) EDUCATION LEAVE:

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

1. Before receiving the Leave, or an extension, the employee shall provide the Company with satisfactory evidence he has been accepted as a student by the recognized college, university or school.
2. On expiry of each term or semester the employee shall provide the Company with proof of attendance.
3. Leave may be extended for additional periods not to exceed one (1) each year.
4. Provided the student's course of instruction is related to his employment opportunities with the Company, seniority shall accumulate during the Leave. Attendance at a primary or high school shall be regarded as meeting this provision.
5. While attending a course of instruction not meeting the requirements of (4) above, seniority will not accumulate.
6. Health Care Benefits will cease with the granting of Leave, however, employees may elect to pay for benefits as provided in the plan.
7. Employees returning from such Leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice, with seniority applying only in the Bargaining Unit. Employees granted Leaves

under (5) above, will be returned based on their adjusted seniority.

- (b) The Company agrees to pay up to \$400.00 per year in tuition fees for a course(s) taken by an active employee which is work related upon successful completion of such course(s).

11.07 The Company agrees to pay \$0.01 per hour worked into a special fund for the purpose of providing paid Education Leave effective May 1, 1992. Paid Education leave will be for the purpose of upgrading the employees' skills in all aspects of Trade Union functions. Such monies to be paid on a yearly basis into a fund to be administered by the Local Union Executive Committee, and sent by the Company to the Local's Financial Secretary.

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

- 11.08 (a) An employee will be granted three (3) days Leave of Absence at his straight time hourly rate to make arrangements for and to attend the funeral or ceremony of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or the sister-in-law, brother-in-law or grandparents of a current **spouse**. The employee upon request will be excused for these three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided written proof is submitted stating the employee has attended the actual funeral or ceremony.

- (b) An employee will be granted one (1) day compassionate Leave of Absence with pay in the event he is unable to attend the funeral because of travel. Such Leave of Absence shall be for immediate family (i.e spouse, parents, child, grandparents, brothers and sisters).

An employee excused from work under this clause shall, after making written application receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he was excused.

**11.09 JURY DUTY:**

A seniority employee who is summoned and reports for jury duty or has been summoned and reports as a Crown witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury or witness fee paid by the Court (not including travel allowance or reimbursement of expenses), for each day on which he otherwise would have been scheduled to work for the Company, and wages which would have been earned by the employee from the Company by working during straight time hours on such days.

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

The Company's obligation to pay an employee for jury duty or a witness is limited to a maximum for sixty (60) days in any calendar year.

In order to receive payment, an employee must give management prior notice that he has been summoned for jury

duty or as a witness and must furnish satisfactory evidence that he reported for, or performed jury duty, or appeared as a witness on the days for which he claims such payment.

11.10 Upon application the Company at its sole discretion may grant a Leave of Absence not to exceed one (1) year for the purpose of the employee pursuing a business venture unrelated to the Company's business.

During this Leave the employee's seniority will be arrested, and there will be no continuation of benefits including pension accrual during the Leave.

An employee returning to work will displace the junior employee providing he can perform the job.

## **Article 12**

### **HOURS OF WORK AND OVERTIME**

12.01 The hours of work are stated solely for the purpose of calculating overtime, and nothing contained in this Agreement shall be construed as a guarantee of any number of hours per day or days per week.

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

The normal work week will consist of eight (8) hours per day. Monday through Friday as follows:

#### **Day Shift**

7:00 a.m. - 3:30 p.m.

#### **Afternoon Shift**

5:48 p.m. - 2:18 a.m.



The above hours include a thirty (30) minute unpaid lunch period. In the event it becomes necessary for the Company, because of customer requirements, to change the starting and stopping time of the normal shifts, or establish new shifts, the Company will review such change with the Executive Committee twenty-four (24) hours if possible, before such changes are effected.

It is recognized that the Company has existing regular shifts with starting and/or quitting times that vary from the above to facilitate production. Such shifts may be maintained during the term of this Agreement.

- (b) Should production require a twenty-four (24) hour operation, the normal work week will consist of eight (8) hours per day, Monday through Friday as follows:

**Day Shift**

7:00 a.m. - 3:00 p.m.

**Afternoon Shift**

3:00 - 11:00 p.m.

**Midnight Shift**

11:00 p.m. - 7:00 a.m.

The above will include a twenty (20) minute paid lunch, and two (2) ten (10) minute paid breaks.

- (c) The E.M.B. Department will receive an additional five (5) minutes for each break.

- 12.03 (a) Supervisor's must comply with the following procedures pertaining to the system of overtime equalization.

**OVERTIME GROUPS:**

- |   |   |
|---|---|
| 1. JUMPSEAT, REPAIRMAN<br>JUMPSEAT SUREBOND                       | 5. A. G-VAN FRONT§<br>B. G. VAN REAR§<br>C. VANBEDS |
| 2. SUREBOND<br>INTEGRATION<br>CUT & SEW<br>REPAIRMAN<br>HIGH BACK | 6. TOWMOTOR   |
| 3. C/K LINE<br>SEQUENCERS<br>REPAIR                               | 7. HEADREST   |
| 4. E.M.B.<br>REPAIR   | 8. JANITORS   |
|   | 9. MATERIAL HANDLER                                 |

(b) Overtime will be offered first to the person who normally performs the job in the area. After that, overtime shall be distributed as nearly equal as possible by rotation of employees. No employee within the group shall at any time be more than twenty-four (24) hours of overtime ahead of another employee in that group. The remedy for failure to hold to the twenty-four (24) hour limit will be to offer the next scheduled overtime opportunity to such employee upon notice by the Union.

In equalization of overtime hours the employees must have lowest hours with highest seniority who is capable of performing the same duties as the employee that he is replacing both in quantity and quality of work. The overtime equalization groups will be established by mutual agreement between management and the Plant Committee.

In the equalization of overtime hours the employee must be immediately capable of performing the same duties as the employee that he is replacing both in quantity and quality of work. The overtime equalization groups will be established by mutual agreement between management and the Plant Committee.

#### GENERAL MOTORS (MANDATORY OVERTIME)

When mandatory overtime is required to fulfill customer demand this membership must comply with **all** customer overtime scheduled. The employee working on day shift must work the same overtime hours as our customer and the same for the night shift. The Company will give four **(4)** hours notice where possible.

#### LEAR SEATING (MANDATORY OVERTIME)

Each employee is required to work four **(4)** hours mandatory overtime in one **(1)** week. If mandatory overtime is scheduled by Lear Seating the person who normally performs the job will be offered the overtime. If manpower requirements are not fulfilled the lowest seniority employees will be required to work. Manpower needs in each individual area will be based on production standards and quotas. The Company will give four **(4)** hours notice where possible.

#### TEAM LEADERS

Team Leaders will not be included in equalization of overtime. They will only perform Team Leaders duties unless there **is** no other employee available to perform a production assignment.

12.04 **(a)** If manpower requirements cannot be fulfilled and time is available **(4)** hours) the opposite shift must be contacted by phone in attempts to obtain volunteers **who** normally perform the job within the twenty-four **(24)** hour period of equalization hours.

- (b) If manpower requirements still cannot be fulfilled, qualified employees from other individual areas presently working will be asked to work if they can perform the job.
- (c) Least senior employees will be required to work if no volunteers from the opposite shift can be found this way to fulfill manpower requirements.

Phone calls for volunteers: Union Representative to be present while calls are being made. Call must be verified by Union Representative.

**12.05** If a member volunteers for Saturday overtime he must comply with the manpower hours required. Unless arrangements with the supervisor are made prior to the beginning of the overtime shift.

In the case of absenteeism or extra manpower needs the Company will be obligated to phone the next qualified employee for that specified job group. The employees will also be obligated to notify supervision of their availability to work in such case.

**12.06** (a) **A** fifteen (15) minute rest period shall be provided during each half of a full shift worked.

- (b) If a employee is scheduled to work two (2) hours overtime beyond the end of his shift, he will be granted a five (**5**) minute break at the end of his normal shift.
- (c) G.M. Scheduled: Saturday must be worked by day shift. Employees that work Saturday get first opportunity to **work** Sunday. Saturday day shift gets the overtime for Saturday in every circumstance, unless enough people do not volunteer then afternoon shift will be asked by equalization. If manpower requirements are still not met, low seniority employees will be required to fill manpower needs in other areas.

12.07 Cross training will be used to verify the employees' abilities and skill for the purpose of overtime equalization. Employees will be allowed a maximum of five (5) days to train on a individual job.

12.08 The steward on shift will be given the opportunity to update his equalization sheets on a daily basis.

12.09 Equalization will be used in all areas listed and will not be changed plant wide or area wide for the duration of the Contract.

12.10 Overtime employees from other shift will be required to fill vacancies need without displacing employees that normally perform the work.

12.11 Plant clean up (shut down and holidays), inventory or special functions: The highest seniority workers from regular shifts for each individual area will be asked to work to fulfill manpower requirements. Plant clean up will be offered **first** to the sanitation department, inventory will be offered to the material handlers first. (Employees will not be charged hours.)

12.12 Employees working on the afternoon shift receive a premium of sixty (60) cents per hour worked, and employees working on the night shift shall receive a premium of ~~sixty~~-five (65) cents per hour worked.

12.13 **An** employee who reports for work at the commencement of his regular shift without previous notification not to do so and who is sent home because no work is available shall be paid the equivalent of four (**4**) hours at his regular straight time hourly rate, provided that if requested by the Company the employee shall perform whatever available work to which he might be assigned. The foregoing provision of this paragraph shall not apply in the event of power failure, fire, flood, or any other condition whatsoever beyond the control of the Company.

12.14 An employee who has left the premises of the Company and who is called back in to work will be paid a minimum of four (4) hours' pay at his regular straight time hourly rate. This section is to be interpreted as a minimum guarantee and is not to be applied in minor adjustments to working schedules such as earlier than normal starting of a shift.

12.15 (a) Provided work is still available in his regular job classification, an employee temporarily assigned to another job shall be paid at his regular straight time hourly rate if the job to which he is so assigned carries a lower rate.

(b) If the employee is temporarily transferred to a higher rated job, he shall be paid at the starting rate or maximum three (3) month rate according to his seniority in the Company.

12.16 If an employee is re-classified to a higher rated job he shall commence at the starting rate of that job or retain his own rate, whichever is the higher. When an employee is reclassified to a lower rated job he shall be paid at the starting rate or three month rate according to his seniority with the Company.

**Article 13  
HOLIDAYS**

13.01 An employee shall be paid at their straight time hourly rate on the basis of their regular scheduled normal daily hours of work for the following holidays:

**PAID HOLIDAY SCHEDULE  
FIRST YEAR (1992)**

NEW YEAR'S DAY	JANUARY 1, 1992
GOOD FRIDAY	APRIL 17, 1992

4 DAY WEEKEND	APRIL 20, 1992
VICTORIA DAY	MAY 15, 1992
4 DAY WEEKEND	MAY 18, 1992
CANADA DAY	JULY 3, 1992
4 DAY WEEKEND	JULY 6, 1992
LABOUR DAY	SEPTEMBER 4, 1992
4 DAY WEEKEND	SEPTEMBER 7, 1992
THANKSGIVING	OCTOBER 12, 1992
CHRISTMAS HOLIDAY PERIOD:	
	DECEMBER 24, 1992
	DECEMBER 25, 1992
	DECEMBER 28, 1992
	DECEMBER 29, 1992
	DECEMBER 30, 1992
	DECEMBER 31, 1992

**SECOND YEAR (1993)**

NEW YEAR'S DAY	JANUARY 1, 1993
GOOD FRIDAY	APRIL 9, 1993
4 DAY WEEKEND	APRIL 12, 1993
VICTORIA DAY	MAY 21, 1993
4 DAY WEEKEND	MAY 24, 1993
CANADA DAY	JULY 2, 1993
4 DAY WEEKEND	JULY 5, 1993
LABOUR DAY	SEPTEMBER 3, 1993
4 DAY WEEKEND	SEPTEMBER 6, 1993
THANKSGIVING	OCTOBER 11, 1993
CHRISTMAS HOLIDAY PERIOD:	
	DECEMBER 24, 1993
	DECEMBER 27, 1993
	DECEMBER 28, 1993
	DECEMBER 29, 1993
	DECEMBER 30, 1993
	DECEMBER 31, 1993

**THIRD YEAR (1994)**

NEW YEAR'S DAY	JANUARY 3, 1994
GOOD FRIDAY	APRIL 1, 1994
4 DAY WEEKEND	APRIL 4, 1994
VICTORIA DAY	MAY 20, 1994
4 DAY WEEKEND	MAY 23, 1994
CANADA DAY	JULY 1, 1994
4 DAY WEEKEND	JULY 4, 1994
LABOUR DAY	SEPTEMBER 2, 1994
4 DAY WEEKEND	SEPTEMBER 5, 1994
THANKSGIVING	OCTOBER 10, 1994
CHRISTMAS HOLIDAY PERIOD:	AS PER GENERAL MOTORS

**FOURTH YEAR (1995)**

GOOD FRIDAY	APRIL 14, 1995
4 DAY WEEKEND	APRIL 17, 1995

Should the customer holidays be modified during the term of this Agreement, the holidays at the Ajax plant will be modified so as to match the customer schedule.

13.02 **An** employee required by the Company to work on any of the above holidays shall be paid at the rate of two (2) times their straight time hourly rate for **all** hours worked in addition to receiving their holiday pay.

13.03 In order to qualify for holiday pay an employee must have completed his probationary period and, in addition, he must have worked on the full scheduled work day prior to and on the full scheduled day following such holiday, and on the holiday if required to do so by the Company. **An** employee who fails to work either of the qualifying days due to sickness (in which case a Doctor's certificate verifying that the



employee is unable to work, may be required) or layoff will receive holiday pay provided that he is at work during the week in which the holiday occurs.

**Article 14**  
**VACATIONS**

14.01 For the purpose of calculating vacations and eligibility, the fiscal year shall be from July 1st of any year to June 30th of the following year.

14.02 Employees having less than two (2) years seniority as of June 30th shall receive vacation pay in accordance with the Employment Standard Act of Ontario.

14.03 Employees with two (2) years but less than five (5) years seniority as of June 30th shall receive two (2) weeks' vacation with vacation pay at 4% of their earnings during the fiscal year.

14.04 Employees with five (5) years but less than twelve (12) years seniority as of June 30th shall receive three (3) weeks' vacation with vacation pay at 6% of their earnings during the fiscal year.

14.05 Employees with twelve (12) years but less than twenty (20) years seniority as of June 30th shall receive four (4) weeks' vacation with vacation pay at 8% of their earnings during the fiscal year.

14.06 Employees with twenty (20) years but less than twenty-five (25) years seniority as of June 30th shall receive five (5) weeks' vacation with vacation pay at 10% of their earnings during the fiscal year.

14.07 Employees with twenty-five years or more seniority as of June 30th shall receive six (6) weeks' vacation with vacation pay at 12% of their earnings during the fiscal year.

14.08 Vacations must be taken in the calendar year in which they are earned and time must be taken off work. In the case of employees who are eligible to receive three (3), four (4), five (5), six (6) weeks vacation, it is understood that this is not necessarily three (3), four (4), five (5), six (6) consecutive weeks. The vacation schedule **will** be posted by April 15th in each year. Management reserves the right to modify the posted schedule based on changes in customer requirements.

## **Article 15**

### **SAFETY AND HEALTH**

15.01 The Company will continue to make reasonable provisions for safety and health of its employees during working hours.

The employer and employee shall comply with applicable Federal, Provincial and Municipal health and safety legislation and regulation.

The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.

The parties agree to use their best efforts jointly to achieve these objectives.

15.02 The Company will bear the full cost of the first pair of prescription safety glasses including prescription lenses with ten (10) varieties of frames, where required and the employees that require bifocal lenses shall have basic type of lenses.

In addition, if any employee wishes to select a frame type which would be an additional cost, arrangements will be made to allow the employee to pay the difference in cost.

In addition, the Company will assume the cost of replacement safety glasses only if they are damaged on the job if not due to personal negligence or carelessness or if a new prescription is required.

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

15.03 The Company will, if required in accordance with the Ministry of Labour, subsidize the purchase of safety shoes or safety boots by the employees. The Company will pay 100% to a maximum of eighty-five dollars (\$85.00) per employee in a calendar year to the following areas: E.M.B., lift truck drivers and maintenance department. The employee will furnish the Company with the receipt of the purchase of said safety footwear. Employees who work in areas of the plant where safety footwear is not required, but for personal reasons would decide to wear safety footwear, the Company shall pay 10% of the purchase cost once in a calendar year. A calendar year is defined as January 1st to December 31st.

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

15.05 The Union/Management Health and Safety Committee will be maintained during the life of this Agreement. The Committee shall consist of four **(4)** members, two **(2)** of whom shall be appointed by the Company and two **(2)** of whom shall be appointed or elected by the Union. In addition, two **(2)** alternates will be selected by the Union to replace

representatives when absent on Union Leave of Absence, sickness, vacation, etc.

In the case of second shift, alternative will function for the purposes of Joint Health and Safety Committee meetings and such duties as required by law.

15.06 Members will be paid by the Company to carry out the following duties:

- (a) Meet monthly at a mutually agreed time and place with Company Health and Safety Representatives to:
  - (1) Review health and safety conditions within the plant and make recommendations as deemed necessary and desirable, and
  - (2) Review, recommend, and participate in the development of plant safety education, information programs and employee job related safety training program.
- (b) Make monthly inspections of the plant with Company Health and Safety Representative(s) to assure there is a safe, healthful and sanitary working environment.
- (c) Receive prompt notification of any fatalities or serious injuries resulting from related accidents and in addition to be informed of accidents that did not result in serious injury **but** indicate a high potential for such.
- (d) Receive all accident reports and when a serious accident occurs the supervisor and the Union Health and Safety Representative will jointly conduct the initial interview with the employee.
- (e) When a condition exists that requires testing, the Company will bring in outside Testers to perform the test. A Union Safety Committee member will accompany the Tester and observe the procedure. Tests that are required will be conducted on a timely basis.

(9) The Union Health and Safety Representative shall accompany the Government Health and Safety Inspector during his regular inspection, or inspection requested by the Union. A copy of any order issued by the Government Inspector, as a result of his inspection, shall be given to the Union Health and Safety Representatives.

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

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

15.08 The procedures established in this health and safety program shall not preclude the right of any employee to file a grievance at Step One of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remain with the Management and Plant Committee.

15.09 No employee will be disciplined in the event he has complied with Section 23 of the Industrial Safety Act, 1978 as it is now written or hereafter amended.

If the employee and the supervisor are not in agreement regarding the existence of a hazard, a Union member of the Joint Health and Safety Committee will be brought to the location, without undue delay. The matter will be discussed with the

other people concerned. This will not prevent the job from continuing with another seniority employee provided he is advised as to the reason the job was shutdown.

15.10 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery and equipment. The Company agrees to discuss these rules and regulations with the Safety Committee prior to implementation.

15.11 The Company will install a "lock-out system" on machinery and equipment in conformity with the Department of Labour Standards.

15.12 Any moving machine which is in an unsafe or hazardous condition, shall be "red tagged" until it is made safe.

- 15.13 (a) If an employee is injured on the job, he will be paid for the balance of the initial shift on which he has been sent home or to a hospital or doctor by the medical staff of the Company because of injury. This shall also apply for time that an employee requires to be treated by the Company's medical staff.
- (b) If an employee is injured in the plant and the Company wishes to place him on a job within his capabilities, the employee shall be paid his own rate or the rate of the job, whichever is the greater.
- (c) Employees returning from Workers' Compensation, while still partially disabled, shall be paid as per (b) above except that when Workers' Compensation Board is still providing the employee with partial benefits, he shall receive the rate of the job.
- (d) If required, the Company will supply and pay for transportation to the hospital or doctor's office and then back to the plant or to the employee's home. The

employee will make every effort, and will be assisted by the Company to arrange for treatment outside of working hours.

It is further agreed that an employee will be paid for straight time lost due to subsequent treatments related to an occupational injury or illness when such treatments are arranged by the doctor during his regular working hours.

#### **Article 16**

#### **WORKERS' COMPENSATION**

16.01 **An** executive committee member will be assigned as the Union Workers' Compensation advisor for the purpose of advising employees regarding the processing of compensation claims. He **will** be paid for time spent during his regular work shift for assisting the employee and also for investigating claims when problem(s) arise.

The normal procedure for advising his supervisor will apply.

16.02 The Company and the Health and Safety Committee will identify certain jobs to be recommended for "modified work". When an employee returns to work with a doctor's recommendation for modified work the Local Workers' Compensation representative from the W.C.B., the Company nurse, the Health and Safety Committee and the Union Workers' Compensation Advisor will review the available work and the restrictions to determine whether the individual can perform the work in the identified jobs. If he cannot perform his jobs he will be referred back to W.C.B. Injured **workers** cannot displace regular workers from their jobs and no regular workers will be laid off to accommodate an injured worker.

16.03 The Company will continue paying employees that have been injured and are not working while the employees'

C-7 forms and other forms are being assessed by Compensation. The process of payment will be through the weekly indemnity program. Once compensation starts paying the injured workers' benefits, the worker must reimburse the Insurance Company the money that was paid to the injured worker during this assessment period.

16.04 When employees are collecting W.C.B., the Company will continue all of the employees' benefits for a period of two (2) years (dental, life, drug plan, etc.).

The Company will give the Union W.C.B. advisor a copy of the C-7 forms of all injured workers.

#### **Article 17**

##### **WAGES**

17.01 Schedule "A", which is attached hereto and forms part of this Agreement, contains the present classification of the employees and the applicable rates of pay.

#### **Article 18**

##### **JOB CLASSIFICATION**

18.01 Job classifications are set out in Schedule "A" of this Agreement. They shall not be changed or deleted, nor shall the jobs themselves be altered or amended significantly without consultation with the appropriate Union representative.

Where an employee, in accordance with the terms of the Agreement, is temporarily assigned to a higher paying job, he shall receive the higher rate for **work** accumulating longer than one (1) hour duration in an eight (8) hour period. Where an employee is temporarily assigned, in accordance with the Agreement, to a **lower** paying job, his rate shall not be reduced.



18.02 When the Company establishes a new job classification and rate, or change an existing classification and rate, it will do so on the basis of fairness and equity job skills, **work** etc. Required as it relates to the pay scale of the new **rate**. Notice of the new rate will be given to the employee or employees affected and the Union prior to the rate being put into effect. If the Union and Company do not agree, the rate shall be put in effect without prejudice to the Union's position to submit a grievance which shall be processed only after that rate has been in effect for ten (10) working days.

If the Union decides to refer the matter to the Grievance Procedure, the complaint **must** be submitted in writing to the Company within twenty **(20)** working days of the date the classified rate was made effective by the Company. Any such cases brought **up** by the Union shall go through the regular grievance procedure in this Agreement.

18.03 The Company agrees to set its production standards on the basis of fairness and equity, giving reasonable consideration to the normal working capacity of the normal operator. Standards shall be established by time and motion study, or standard time study data developed in the plant.

In the event there is a dispute on the standard, the Union may arrange, by mutual agreement, their own time study engineer to make a comparison study on the disputed standard.

## **Article 19**

### **PLANT MOVEMENT**

19.01 Except where prohibited by law, whenever the Company transfers operations from any plant covered by this Agreement to another plant owned, acquired or built by the Company, employees engaged in such operations or any employee laid off **as** a result of such transfer may, if they so

desire, be transferred to the new plant or office with their full Company seniority including all benefits provided for in that Agreement, provided the plant in question is an ACTWU Union plant.

If any other such plant is established and is not an ACTWU plant, the members of the Ajax plant will be considered for employment, in such plant, on the basis of their qualification.

**Article 20**  
**WELFARE**

20.01 The following is a list of the present welfare benefits with, in each case, the stipulated amount paid by the Company.

**(1) Life Insurance**

Life Insurance in the amount of \$18,000 effective 05-01-92, \$20,000 effective 05-01-93, \$22,000 effective 05-01-94 with 100% of the premium paid by the Company.

**(2) Accidental death and dismemberment insurance** in the amount of \$13,000 effective 05-01-92.

**(3) Weekly Indemnity**

Eligibility for payment 1st calendar day following accident, 5th calendar day following sickness. 1st day following hospitalization, maximum twenty-six (26) weeks for any given accident or sickness. Premium 100% paid by the Company. Benefit will be 2/3's of employees' earnings based on the respective rate of each employee.

**(4) O.H.I.P. and Supplementary Health Care**

(Including Semi-Private Hospital Insurance) Premiums will be paid by the Company.

Supplementary Health Care provides for a payment of **up to 80%** of expenses after a deductible of **\$50**, for single coverage (**\$75**, for family).

**(5) Prescription Drug Plan**

Thirty-five (35) cents deductible, prescription required. For employees with more than three (3) months service, premium 100% paid by the Company.

**(6) Dental Plan**

The Company will provide Basic Dental Insurance Plan based on a 100% reimbursement for covered dental procedures based on the 1991 O.D.A. schedule effective 05-01-92, the 1992 O.D.A. schedule 05-01-93 and the 1993 O.D.A. schedule 05-01-94.

Orthodontic coverage will be provided and is limited to a \$1,500.00 lifetime maximum for dependent children only.

**(7) Pension Plan (Provincial Registration No. C011669)**

Paid for by the Company for each year of service **up to 05-01-84 -- \$5.50** per month.

05-01-84	\$ 5.50 per month per year of service
05-01-84 to 04-30-86	\$ 7.50 per month per year of service
05-01-86 to 04-30-87	\$ 7.75 per month per year of service
05-01-87 to 04-30-88	\$ 8.00 per month per year of service
05-01-88 to 04-30-89	\$ 8.25 per month per year of service
05-01-89 to 04-30-90	\$ 9.00 per month per year of service
05-01-90 to 04-30-91	\$ 9.75 per month per year of service
05-01-91 to 04-30-92	\$10.50 per month per year of service
05-01-92 to 04-30-93	\$14.00 per month per year of service
05-01-93 to 04-30-94	\$15.00 per month per year of service
05-01-94 to 04-30-95	\$16.00 per month per year of <b>service</b>

(8) The Company will provide a Long Term Disability benefit in the amount of \$750.00 per month in accordance with the terms of the insurance contract. Employees will not be eligible for the benefit if the disability occurred prior to 05-01-92.

The foregoing is a *general* description only of insurance coverage provided. Qualifications for such benefits shall, in all cases, be governed by the specific terms and provisions of the applicable insurance policies.

**(9) Vision Core**

Benefit to pay \$170.00 toward personal glasses for employees and dependent every twenty-four (24) months.

The foregoing is a general description only of insurance coverage provided. Qualifications for such benefits shall, in all cases, be governed by the specific terms and provisions of the applicable insurance policies.

**Article 21**

**UNION RIGHTS AND ACTIVITIES**

21.01 The Company shall upon request provide the Union with the below listed items or information relating to the following matters for employees within the Bargaining Unit:

- (a) A list of employees, showing their names, addresses and classifications, ranked according to seniority.
- (b) Job postings, job awards promotions, demotions and transfers.
- (c) Hiring, discharges, suspensions, written warnings, resignations, retirements and deaths.
- (d) Job classifications and job rates.

- (e) Information relating to fringe benefits including **pensions and welfare** plans.

Employees in the Bargaining Unit shall have access to their personnel records at reasonable times and shall upon request, be provided with copies of material contained in such records at fifty (50) cents per copy, which shall be corrected if in error.

**Article 22**  
**GENERAL CONDITIONS**

22.01 In imposing discipline on a current charge, management will not take into account any prior infraction which occurred more than eighteen (18) months from the date of the current infraction.

22.02 A team leader leads a group of people in his assigned area of responsibility. He may be required to perform the regular duties of his normal classification and in addition, assigns work to other individuals. A team leader will not be involved with the hiring, separation or formal disciplinary procedures of the Company. Team leaders shall be subject to all terms of this Agreement.

22.03 Employees working on the day shift shall be paid weekly on Thursday, during working hours. Employees working on the afternoon and midnight shifts shall be paid on the Thursday, during working hours, unless extenuating circumstances would prevent the Company from doing so. If a holiday falls on a Friday, afternoon and midnight shift employees pay cheques will be made available Wednesday during working hours and day shift employees pay cheques will be available Thursday, during working hours. A Local Union Executive will be notified of any deviations.

**22.04** In the event an employee does not punch his badge, a "No Punch Advise" slip will be filled out by the employee and authorized by his Supervisor and /or General Supervisor and it will be forwarded to Payroll.

If the Company makes an error on an employees pay cheque and is notified by Friday, the Company will make the employee whole by Monday.

If the error is **due** to late notification by the employee or an employee error the corrected payment will be made by the next pay period following notification.

**22.05** When an employee has accumulated absences during a twelve (12) month period and subsequently completes a **six** (6) month period without an absence, he shall begin a new twelve (12) month period and the previous absences will not be considered for disciplinary actions.

**22.06** When the Company is contacted by the Authorities regarding the acceptance of an employee into the T.A.P. program, the Company will review the circumstances surrounding the situation and the employee's record **with** the Company and make a decision regarding participation in the program.

If **the** Company decides not to participate in the **program** in reference to an employee, the Company will notify **the** Union.

### **Article 23**

#### **EMPLOYEE ASSISTANCE**

**23.01** The Company and Union therefor will establish an employee assistance program which will be administered by mutual regulations.

#### THE PURPOSE OF THE PROGRAM:

- (1) To assist individuals in seeking help at the earliest possible stage.
- (2) To provide channels or referral for assessment, treatment and follow-up *so* as to ensure maximum rehabilitations.
- (3) To establish guidelines for dealing with problems that may cause declining work performance.
- (4) To inform and instruct employees of their role in the program.
- (5) To be available to all employees.
- (6) If the employee does not respond to ~~or~~ complete the program normal disciplinary action will take place subject to the Grievance Procedure.

The Company will recognize two (2) Union Employee Assistance representatives one (1) for each shift. They will be permitted a reasonable amount of time with pay during their regularly scheduled shift to provide necessary and emergency assistance.

#### ADMINISTRATION REGULATIONS

Referral may be made voluntary. The employee will receive the same consideration and benefits as are provided by the Company for employees affected by any other illness and will be handled confidentially.

Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke disciplinary action.

The Union holds the right to invoke the Grievance Procedure.

Article 24

**SKILLED TRADES**

**24.01 A** Skilled Trades Maintenance employee will be compensated for an amount of up to \$200.00 per contract year for the purchase of replacement tools. The employee will present to the Human Resource Department a receipt indicating the tool(s) purchased and the cost along with a request for payment form signed by the Maintenance Superintendent. The Human Resource Department will approve and process the above for payment to the employee.

**24.02 LEAD HANDS**

When the Company appoints a Lead Hand of Skilled Trade employees he shall be a Skilled Trade employee who while engaged in his regular skilled trade occupation leads or processes the work of two (2) or more employees.

**24.03 EDUCATION**

In the event the Company may acquire some advanced type of machinery or equipment that would call for special servicing or operation normally performed by an employee of the appropriate skilled trade it is agreed that such employee will be given the advantage of taking a reasonable amount of instruction as may be needed.

**24.04 CLOTHING**

The Company will provide coveralls and cloth hand wipes upon request for all Skilled Trades employees.

**24.05** When an opening occurs in the General Maintenance classification the opening will be posted and employees who have training and/or hours accumulated toward a certificate will be considered for the position. When qualifications are equal the senior employee will be given preference.



When, as a result of this process, an employee is placed in the General Maintenance classification, such employee's hours will be logged and verified for the purpose of obtaining a certificate.

Article 25

**DURATION OF AGREEMENT**

25.01 ~~This Agreement shall become effective on the 1st day of May, 1992 and shall expire on the 30th day of April, 1995.~~ Between March 1st, 1995 either party may give notice to the other of its desire to amend the Agreement and negotiations will commence at a mutually satisfactory date.

Dated at Ajax, Ontario this 30th day of April, 1992.

FOR THE COMPANY:

M. Edwards, V.P., Human Resources  
E. Romanchuk, Human Resources Manager  
L. Rout, Production Manager

FOR THE UNION:

Bart Spafford  
Harold Patterson  
Jerry Leblanc  
Rick Swoffer

CENTRAL ONTARIO REGIONAL OFFICE  
AMALGAMATED CLOTHING &  
TEXTILE WORKERS UNION

John Wensley, Regional Representative  
Pat Sullivan, Joint Board Manager

**SCHEDULE "A"**

Effective **May 1, 1992**

<b>Job Classifications</b>	<b>Start</b>	<b>3 Months</b>
G-Van Front Seat Builder	14.82	17.00
G-Van Rear Seat Builder	14.82	17.00
Van Bed Builder	14.82	17.00
<b>J</b> ump Seat Builder	14.82	17.00
Mold Line Builder	14.82	17.00
F.I.P. Headrest Builder	14.82	17.00
Material Handler	14.82	17.00
Lift Truck/Shipping and Receiving	14.82	17.00
Inspection	14.82	17.00
<b>L</b> ab Technician	14.82	17.00
C/K Front Seat Builder	14.82	17.00
C/K Sequencer	—	17.35
Janitor	14.82	17.00
Repair Operator	—	17.35
Electronic Technician	19.68	21.50
Electrician	19.68	21.50
Millwright	19.68	21.50
Mechanic	19.68	21.50
Maintenance - General	15.58	19.15
Team Leader - 0.50 above classification		
Second Shift premium - 0.60		
Third Shift Premium - 0.65		

**SCHEDULE "A"****Effective May 1, 1993**

<b>Job Classifications</b>	<b>Start</b>	<b>3 Months</b>
G-Van Front Seat Builder	15.22	17.40
G-Van Rear Seat Builder	15.22	17.40
Van Bed Builder	15.22	17.40
Jump Seat Builder	15.22	17.40
Mold Line Builder	15.22	17.40
F.I.P. Headrest Builder	15.22	17.40
Material Handler	15.22	17.40
Lift Truck/Shipping and Receiving	15.22	17.40
Inspection	15.22	17.40
Lab Technician	15.22	17.40
C/K Front Seat Builder	15.22	17.40
C/K Sequencer	—	17.75
Janitor	15.22	17.40
Repair Operator	—	17.75
Electronic Technician	20.08	21.90
Electrician	20.08	21.90
Millwright	20.08	21.90
Mechanic	20.08	21.90
Maintenance - General	15.98	19.55
Team Leader – 0.50 above classification		
Second Shift premium – 0.70		
Third Shift Premium – 0.75		

**SCHEDULE "A"**

<b>Job Classifications</b>	<b>Effective May 1, 1994</b>	
	<b>Start</b>	<b>3 Months</b>
G-Van Front Seat Builder	15.57	17.75
G-Van Rear Seat Builder	15.57	17.75
Van Bed Builder	15.57	17.75
Jump Seat Builder	15.57	17.75
Mold Line Builder	15.57	17.75
F.I.P. Headrest Builder	15.57	17.75
Material Handler	15.57	17.75
Lift Truck/Shipping and Receiving	15.57	17.75
Inspection	15.57	17.75
Lab Technician	15.57	17.75
C/K Front Seat Builder	15.57	17.75
C/K Sequencer	—	18.10
Janitor	15.57	17.75
Repair Operator	—	18.10
Electronic Technician	20.43	22.25
Electrician	20.43	22.25
Millwright	20.43	22.25
Mechanic	20.43	22.25
Maintenance - General	16.33	19.90
Team Leader - 0.50 above classification		
Second Shift premium - 0.80		
Third Shift Premium - 0.85		

**SIGNING BONUS**

A signing bonus of \$500.00 **less any** applicable taxes will **be** paid to all eligible, active seniority **employees** as soon as possible following ratification of this Agreement.

**APPENDIX "A"**

Effective as soon as possible after ratification of this Agreement, \$2.20 of the existing accumulated COLA will be rolled into the base wage rate. This change is reflected in "Schedule A".

All employees in the Bargaining Unit shall be granted a Cost-Of-Living allowance determined in the following manner:

During the calendar years 1992, 1993, 1994, the Cost-of-Living allowance will be adjusted for fluctuations in Consumer Price Index, published by Statistics Canada (1986 = 100).

<b>Effective Date of Adjustment First</b>	<b>Based on CPI Published in</b>	<b>Deviations in Yield in Cents</b>
Beginning on or after July 15, 1992-93-94	July	0.10
October 15, 1992-93-94	October	0.10
January 16, 1993-94-95	January	0.10
April 15, 1993-94-95	April	0.10

The above deviation shall be accumulated by the CPI during the three (3) months preceding date of adjustment.

**LETTER OF UNDERSTANDING No. 1**

It is the policy of the Company to maintain a normal work schedule and layoff employees for lack of work rather than reduce hours of **work**. However, the Company retains the rights to reduce hours when circumstances prevail over which the Company has no control and of short term durations. The Company further agrees that when there is a partial reduction of hours daily that exceeds two (2) continuous weeks, it will layoff sufficient number of employees to afford the remaining employees a normal working schedule.

**LETTER OF UNDERSTANDING No. 2**

In the course of negotiations, discussions were held concerning the appropriateness of certain job grades and rates of pay. In view of this fact it was agreed that the event it is found once the jobs have been implemented that it may belong because of skills, knowledge, judgement, responsibility and other influencing factors, more properly in another grade level, the parties will meet and discuss the factors and endeavour *to* arrive at a mutually satisfactory agreement. **Any** job that moves up or down the wage grade schedule will not be subject to retroactive wage payment. Failing to arrive at an agreement, the matters may then be properly processed through the Grievance Procedure.

### **LETTER OF UNDERSTANDING No. 3**

It is the policy of Lear Seating Corp., to perform work with its own employees within the Bargaining Unit, provided it has the manpower, skills, equipment, facilities to do such work within the required time schedule and within the economic requirements.

No Bargaining Unit employees with the required skill **and** ability shall be laid off while work belonging *to* the Company is being performed by outside contractors, providing such work can be performed by such employees **as** long as the above criteria is satisfied.

The Company will advise the Union when it contemplates sub-contracting work normally performed by its employees.

### **LETTER OF UNDERSTANDING No. 4**

**A** Labour Management Relations Committee shall be appointed consisting of representatives from the Union **Executive** Committee and the Employer. The Committee shall meet on the request **of** either party and at least once a month for the purpose of discussing all matters of mutual concern. **The** Committee may make recommendations to the Union and to the Company.

Time spent on carrying out the functions of the Committee shall **be** considered to be time worked and paid at their straight time **regular** rate.



**LETTER OF UNDERSTANDING No. 5  
SUPERVISORS NOT DOING  
BARGAINING UNIT WORK**

Persons outside the Bargaining Unit shall not perform production and maintenance work regularly performed by the Bargaining Unit employees except in such cases as emergencies, trouble shooting, assisting, instructing and training employees, experimental and sample work, and trying out new methods, materials, processes or equipment and where qualified employees are not available. The above exceptions shall not be used to displace any employee.

**LETTER OF UNDERSTANDING No. 6**

In the event of technological change, including the installation of new mechanical, electronic or automated equipment, that will affect the job status of any employee in the Bargaining Unit, the Company will:

**As** far in advance as possible before the installation of such equipment, meet with the Union Committee and provide the Committee with information regarding the proposed date of installation, number and classifications of employee likely to be affected by it and,

Any employees with sufficient seniority electing to exercise such if physically able and capable of being trained for another or new classification will be given up to five **(5)** days to demonstrate whether continued training will qualify them for the job.

Any employee finally displaced by such changes will be terminated and paid in accordance with Federal and Provincial legislation.

**LETTER OF UNDERSTANDING No. 7**

Ventilation duct work and areas will be cleaned in Lear Seating (Ajax), two (2) times per year.

**LETTER OF UNDERSTANDING No. 8**

Members of Local 1719 will be taken into consideration if they wish to apply to a new Lear Seating plant anywhere in Canada.

**LETTER OF UNDERSTANDING No. 9**

The Company will provide appropriate training for employees who have not received WHMIS training. Employees will receive appropriate annual update WHMIS training.

**LETTER OF UNDERSTANDING No. 10**

An employee with a recurring chronic illness will be given special consideration when attendance and absenteeism is recorded.

**LETTER OF UNDERSTANDING No. 11**

On the ratification date of this Agreement all disciplinary records including suspensions will be erased from all employees records.

All employees will begin from the point of a clean record on this date.

**LETTER OF UNDERSTANDING No. 12**

During the course of negotiations, the Union raised the question concerning job classifications that had been delayed in being designated as salaried or hourly. It was agreed that in the future such designations would be handled in a more expeditious manner.

**LETTER OF UNDERSTANDING No. 13**  
**CREDIT UNION**

During the course of negotiations, the parties agreed to pursue the establishment of an arrangement with a mutually satisfactory Credit Union whereby employees would, at their discretion, be able to participate in such Credit Union through payroll deductions.

**LETTER OF UNDERSTANDING No. 14**

During the course of negotiations, the Union raised the request for office space to be provided for the **Shop** Committee, in order to perform investigations in privacy. The Company agreed to provide private office space when **space** becomes available.

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**LETTER OF UNDERSTANDING No. 15**

**R.R.S.P.**

During the course of negotiations, the parties agreed that a Joint Union/Management Committee would **be** established to administer the implementation of a group R.R.S.P.

Bargaining Unit employees may elect to participate in such plan on a payroll deduction **basis**.

**LETTER OF UNDERSTANDING No. 16**

**RESTROOMS AND CAFETERIA**

During these negotiations, it **was** agreed that the restrooms in the plant would be upgraded within a reasonable time following ratification. It was also agreed that a Joint/Management Committee would be established to oversee the selection of a new cafeteria/vending service.

**LETTER OF UNDERSTANDING No. 17**

**VACATION PAY**

The employees will receive their vacation pay with **their** first regular **pay** cheque for the first **full** week in July,